

October 21, 2024

Memorandum from President Murdaugh

The District Board of Trustees of  
Tallahassee State College  
444 Appleyard Drive  
Tallahassee, FL 32304

The following meeting Agenda and items requiring approval by the District Board of Trustees is provided for your use at the Monday, October 21, 2024 Board Meeting.

The meeting will be held on our Main Campus in the Board Room of the Hinson Administration Building, 444 Appleyard Drive, Tallahassee, FL. 32304 at 2:30 p.m.

Should you have any questions, please contact me.

Sincerely,



Jim Murdaugh, Ph.D.  
President

**Agenda**  
**District Board of Trustees**  
**Tallahassee State College**  
**444 Appleyard Drive**  
**Tallahassee, FL 32308**  
**Monday, October 21, 2024**  
**Business Meeting & Workshop – 2:30 PM**

**CALL TO ORDER**

- i. Moment of Silence
  
- ii. Pledge of Allegiance

**COMMENTS**

- i. Board Chair
  
- ii. Board Members
  
- iii. President

**APPROVAL OF MINUTES**

1. 2024 September Minutes  
Approve minutes as presented.

**INFORMATION AND NEWS ITEMS**

**UNFINISHED BUSINESS**

**PRESENTATIONS**

**NEW BUSINESS**

***Approval of Consent Agenda***

The consent agenda format is an organization process for meetings that allows the governing board to focus their time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support the efficiency and effectiveness of the meeting.

If a trustee has a question or plans to cast a negative vote regarding a specific recommendation, then the trustee/trustees need to acknowledge their intention to the Chair. This action item will be considered in the regular order of business as an individual action item.

Those action items that the trustees plan to approve without further question or discussion will remain on the consent agenda. Upon the final determination of the consent agenda, a motion, second to the motion, and unanimous approval of the Board of Trustees is needed to approve the action items. Upon approval of the consent agenda, the Board of Trustees will proceed with the remainder of the agenda.

2. Attorney Invoices – Bryant Miller Olive (August 2024 and September 2024)  
Authorize payment of invoices as presented.
3. Human Resource Report  
Approve the report as presented.
4. Sponsored Programs – Provider  
Authorize funding for the awards and contracts as presented.
5. Sponsored Programs – Fiscal Agent  
Authorize funding for the awards and contracts as presented.
6. Collective Bargaining Agreement  
Approve and ratify the CBA between UFF and TSC for the current fiscal year 2024-2025.

#### ***TSC Foundation***

7. TSC Foundation Update  
Presented as an information item only.
8. TSC Foundation – Naming  
Approve naming as presented.

#### ***Academic Affairs***

9. Additional Dual Enrollment Articulation Agreement with the Private School  
Approve the Additional Dual Enrollment Articulation Agreement with the Private School.
10. 2025-2026 Early College Program Agreements  
Approve the 2025-2026 Early College Program agreements.
11. Academic Curriculum Changes  
Approve the proposed academic curriculum changes.

## ***Administrative Services***

12. Fund Analysis - September  
Presented as an information item only.
13. Renewal of Professional Services Contract – Legal Services  
Approval of the renewal of the professional services agreement with Andrews, Crabtree, Knox and Longfellow, LLP for one (1) year.
14. Guaranteed Maximum Price – TSC Center for Innovation (CFI) Third Floor Renovations Project – Correct Contractor Typo Error  
Approve the attached Construction Manager Contract and Guaranteed Maximum Price from Childers Construction Co, for the TSC Center for Innovation (CFI) Third Floor Renovations Project.
15. Construction Status Report  
Presented as an information item only.
16. Architect Invoices  
Authorize payment of architectural invoices as presented.
17. Disposition of Surplus Property Assets  
Authorize the College to dispose of the items designated as surplus.
18. Acquisition of Door Access System for Public Safety Student Housing  
Approve the College’s request to purchase an automated door locking system at FPSI.

## **BOARD OF TRUSTEES**

## **PUBLIC COMMENT**

## **WORKSHOP**

## **PRESIDENT’S REPORT**

## **NEXT MEETING DATE**

November 18, 2024

Location: **Florida Public Safety Institute**

## **ADJOURNMENT**

**Minutes**  
**District Board of Trustees**  
**Tallahassee State College**  
**444 Appleyard Drive**  
**Tallahassee, FL 32308**  
**Monday, September 16, 2024**  
**Business Meeting & Workshop – 2:30 PM**

**CALL TO ORDER**

On September 16, 2024, Chair Karen Moore called the Tallahassee State College District Board of Trustees meeting to order at 2:30 p.m.

Chair Moore asked everyone to stand for a moment of silence in memory of Michael Rodes, a Tallahassee State College employee who had recently passed, and the Pledge of Allegiance.

**Members Present:** Chair Karen Moore, Vice Chair Eugene Lamb, Monte Stevens, Charlie Ward, Monesia Brown, Jonathan Kilpatrick, and Frank Messersmith

**Others Present:** President Jim Murdaugh, Candice Grause, Bobby Jones, Jennifer Carr, Tarrah Gordon, Calandra Stringer, Amy Bradbury, Glenn K. Alston, Brendie Hawkins, Riley Landy, Craig Knox, Mike Robeck, Renae Tolson, Bella Rios, Rafael Gransaul, Shaune Jessemay, Revan Khan, Jullion Griffin, Deidra Green, Frank Mix, Tricia Rizza, Donmetrie Clark, Anissa Southall, Maria Garcia, Djanny Piton, Shelly L. Bell, Kathy Hebda, Christen Givens, Sean McGovern, Logan Lane, Alison Fleischmann, Angela Long, Sam DeZerga, Nyla Davis, Barbara Wills, Bertie Culbreath, Kalynda Holton, Sheri Rowland, Destinee Britto, Musa Tumsah, Aarkanksha Pathak, Amany Hilario, Cerissa Fondo, Dustin Frost, Robert Landen, Trevorius McDaniel, Wayne Almy, and Yvonne Luster-Harvey.

**COMMENTS**

- i. Chair Moore commended the College on the large new faculty cohort and shared her positive experience at the Eagles Rise event. She noted that the academic year is off in the right direction.
- ii. Board Members: Trustee Messersmith shared that he attended a FPSI Housing meeting, noting that they are close to paying off the mortgage and will soon propose plans for new housing as part of long-range planning. He commended Janet Hartman for her excellent work. Vice Chair Lamb attended the Eagles Rise and expressed appreciation to VP Heather Mitchell and her team. Trustee Brown commented that, while she hadn't had the privilege of attending many of the events yet, she has enjoyed meeting many team members. She also thanked the team for the clear communication around the recent Shelter-In-Place order.

Trustee Stevens expressed gratitude to Chief McGovern for keeping the campus safe and shared concerns with President Murdaugh about overall campus safety. President Murdaugh responded, noting that TSC is fortunate to have Chief McGovern, who brings a wealth of experience from his previous work. He highlighted that TSCPD officers are armed, sworn, and highly trained, with strong relationships with the City Police and County Sheriff's offices. He also mentioned Tallahassee Collegiate Academy's dedicated school resource officer and noted that backup from TSCPD can be on-site in one minute if needed. Trustee Ward asked about the possibility of fencing around the campus. President Murdaugh explained that K-12 institutions often use fences and lockdown procedures, college campuses like TSC are generally more open and that he is not aware of any colleges in Florida with fenced perimeters. Trustee Ward concluded by thanking Jessica Chapman at Tallahassee Collegiate Academy for a recent visit where he enjoyed meeting some of the students.

- iii. President Murdaugh offered each trustee the opportunity to meet individually with Chief McGovern to discuss campus safety. He introduced Secretary Eric Hall of the Department of Juvenile Justice and Deputy Adrienne Secretary Campbell to present on the rebranding of the justice-involved youth programs. They provided a PowerPoint presentation highlighting these updates.

Trustee Messersmith thanked Secretary Hall for the youth-focused initiatives. Vice Chair Lamb also commended the program, noting its positive impact on both boys and girls. Trustee Stevens emphasized the critical role of education as a foundational factor in improving outcomes of youth. He thanked Secretary Hall, Governor DeSantis, and President Murdaugh for allowing to contribute to this important work both locally and statewide. Trustee Ward asked Secretary Hall if the Department partners with other similar programs across the state that are not affiliated with the Department of Justice to enhance the education component. Secretary Hall affirmed that they maintain numerous partnerships. President Murdaugh thanked Secretary Hall for attending and highlighted how these initiatives align with TSC's mission and our desire to provide second chances for youth. He expressed pride in TSC's contributions and gratitude for Secretary Hall's confidence in the College's ability to coordinate and implement these efforts around the state. President Murdaugh acknowledged VP Bell and her team for their responsiveness, and the Provost for facilitating admission and essential services for the youth involved, ensuring that the employees of DJJ who are providing the services to the youth have the best education and training available.

Dr. Stringer provided an update on the online associate degree access for DJJ employees across Florida, noting that they can use tuition waivers as state employees. She thanked the department and Secretary Hall for providing textbooks and other resources. Dr. Stringer shared that thirty youths are currently

enrolled in the DJJ Soar program, with twenty-five pursuing an associate's degree in criminal justice, three working toward an Associate in Arts degree, and one pursuing a bachelor's degree in business administration. She shared excitement for the program's first graduate, who is expected this spring, and highlighted the partnership with Secretary Hall. Trustee Kilpatrick inquired about the rebrand timeline. Secretary Hall responded that the brand was launched two weeks ago, though the program has been in place for two years under the prior name.

President Murdaugh shared a unique achievement for Trustee Ward and his father, who were recently inducted into the Thomas County Hall of Fame together. He invited Trustee Ward to comment, and Trustee Ward expressed his gratitude for the honor, particularly for being able to share it with his 85-year-old father.

Chair Moore asked President Murdaugh to explain the Strategic Plan. President Murdaugh outlined several options, including modifying the existing plan, hiring a consultant, or starting from scratch. He suggested making proposals for modifications to build on the current plan. Trustee Messersmith expressed a preference for reviewing the current plan for potential updates rather than hiring a consultant. Vice Chair Lamb agreed. Trustee Stevens echoed these sentiments, questioning the need for an outside consultant. He asked about the age of the current plan and any deadlines for updates. President Murdaugh clarified that the plan was created five years ago, and the intention is to bring proposals forward next month to wrap up the current plan and lay the groundwork for the new one. Trustee Brown agreed, stating that she would like to see a clear direction for TSC moving forward. Chair Moore concluded that the Strategic Plan remains a valuable document and should be refined to guide TSC's next five years.

## **APPROVAL OF MINUTES**

1. August 2024 Minutes  
Approve minutes as presented.

**MOTION:** Trustee Stevens  
Motion passed unanimously.

**SECOND:** Vice Chair Lamb

## **INFORMATION AND NEWS ITEMS**

VP Candice Grause shared recent media coverage. She highlighted New Student Convocation coverage, noting that more than twenty-two hundred attended versus

fifteen hundred last year, which is an encouraging sign for fall enrollment. She also recognized the Student Government Association for their tremendous support in making the event a success.

She shared additional media highlights including the Bloodhound Scent Tracking seminar, which received local and national coverage. In program rankings SC's Associate Degree in Criminal Justice was ranked among the top twenty-five nationally by the online education aggregator SmartyPal. Additionally, *Best School News* ranked TSC's Workforce Program as one of the top fifteen in the state, and *Research.com* awarded TSC a bronze medal for having one of the most affordable nursing programs in the nation, based on tuition, coursework, and credit requirements.

The National Association for Community College Entrepreneurship announced a new pilot program involving fourteen community colleges, including TSC, which will work with SkillPointe. VP Bell has been coordinating efforts with the other participating colleges.

VP Grause congratulated Dr. Rowland's team, including Pam Johnston, Dean of Career and Academic Success, for her appearance on the *Voices of Student Success* segment on *Inside Higher Education* to discuss TSC's approach to student advising. She noted that while the national average for community college students who go on to earn a bachelor's degree is around sixteen percent, TSC boasts a remarkable thirty-eight percent. Broadcast clips were shown.

Chair Moore congratulated Dr. Angela Long, Chief Engagement Officer, for her presentation on Artificial Intelligence at the Greater Tallahassee Chamber of Commerce Community Conference.

## **UNFINISHED BUSINESS**

## **PRESENTATIONS**

Chancellor Kathy Hebda presented a Florida College System Foundation check for scholarships. The Foundation has three main funders for those scholarships: Helios Foundation, Bank of America, and Florida Blue. She mentioned that they serve every college in the state system.

Dr. Rowland introduced the following Student Government Association members.

President - Destinee Britto  
Vice President - Isabella Rios  
Treasurer - Musa Tumsah



Secretary - Rafael Gransaul  
Parliamentarian - Aakanksha Pathak  
Speaker of the Senate - Shaune Jessema  
Senator of Academic Affairs - Djanny Piton  
Senator of Information Technology - Revan Khan  
Senator of Campus Safety and Facilities- Amany Hilario  
Senator of Marketing and Public Relations - Maria Garcia

## **NEW BUSINESS**

### ***Approval of Consent Agenda***

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2. Attorney Invoices – Bryant Miller Olive (June 2024 and July 2024)  
Authorize payment of invoices as presented.
3. Policy Manual Changes – Technical Corrections  
Approve revision of College policies as presented.
4. Sponsored Programs – Fiscal Agent  
Authorize funding for the awards and contracts as presented.
5. Sponsored Programs – Provider  
Authorize funding for the awards and contracts as presented.
6. Human Resource Report  
Motion to Approve Consent Agenda

**MOTION:** Trustee Messersmith    **SECOND:** Trustee Stevens  
Motion passed unanimously.

***TSC Foundation***

7. TSC Foundation Update  
Presented as an information item only.

***Academic Affairs***

8. 2024 FCS College Affordability Report  
Approve the 2024 FCS College Affordability Report.

**MOTION:** Trustee Stevens            **SECOND:** Trustee Ward  
Motion passed unanimously.

***Administrative Services***

9. Policy Manual Changes  
Approve revision of College policies as presented.

**MOTION:** Trustee Stevens            **SECOND:** Vice Chair Lamb  
Motion passed unanimously.

10. Fund Analysis - August  
Presented as an information item only.

11. Direct Support Organization Audit Reports  
Presented as an information item only.

12. FY 2023-2024 Carry Forward Spending Plan  
Approve the FY 2023-2024 Carry Forward Spending Plan.

**MOTION:** Vice Chair Lamb            **SECOND:** Trustee Stevens  
Motion passed unanimously.

13. Construction Status Report  
Presented as an information item only.

14. Architect Invoices  
Authorize payment of architectural invoices as presented.

**MOTION:** Trustee Kilpatrick            **SECOND:** Vice Chair Lamb

Motion passed unanimously.

15. Guaranteed Maximum Price – TSC Center for Innovation (CFI) Third Floor Renovations Project

Approve the attached Construction Manager Contract and Guaranteed Maximum Price from CSI Contracting, Inc., for the TSC Center for Innovation (CFI) Third Floor Renovations Project.

**MOTION:** Trustee Messersmith    **SECOND:** Trustee Brown  
Motion passed unanimously.

Trustee Messersmith asked about the alternates in the GMP. Dr. Wills explained the alternate sub-bids we were looking at to determine how much we could do within the budget for the third floor.

16. Changes to Salary Schedule

Approve updates to the 2024 - 2025 Salary Schedule as presented.

**MOTION:** Trustee Brown                      **SECOND:** Vice Chair Lamb  
Motion passed unanimously.

**Comments:**

President Murdaugh provided an overview of the budget process, noting that the budget workshop was held in May, followed by the board's approval of the fiscal year budget in June. He highlighted that the budget included a classification study, the first in approximately fifteen years ago, undertaken to enhance TSC's ability to recruit, retain, and remain competitive with its positions. Evergreen Solutions, a firm with expertise in college classification, was selected to conduct the study.

President Murdaugh expressed that the College is in a strong position to implement the study's recommendations and also to afford a cost of living increase for employees. Evergreen Solutions suggested updates to some job titles to align with other colleges and recommended salary adjustments for 167 positions. He explained that if the board approves the new salary schedule, it will encompass both a new classification structure and title that alignment, along with a four percent cost-of-living raise, in addition to the adjustments for the specified positions. Faculty would receive a four percent raise if approved. He extended his gratitude to Dr. Wills, Bobby Jones, and Nyla Davis, Director of Human Resources, for their hard work on this project.

Chair Moore thanked everyone involved, remarking that this project reflects how much TSC values its staff and faculty and commended the board's support of the four percent raise. Trustee Ward remarked that such measures are commendable and inquired whether the raise would

lead to a tuition increase. President Murdaugh clarified that there is no impact on tuition. Trustee Stevens asked to confirm that all adjustments would be raises, with no reductions. Both President Murdaugh and Chair Moore affirmed that no downward adjustments were included. Trustee Messersmith asked why there is no cap on the salary range. President Murdaugh explained a cap was considered a non-value-added element of the salary schedule. Trustee Stevens also asked if any part of the salary adjustments locks in an annual raise. President Murdaugh responded that board actions do not guarantee raises beyond a single year; instead, raises are determined annually.

Trustee Brown asked about the timeline given the collected bargaining agreement and the board's support. President Murdaugh explained that the staff and administrators would see the adjustments on October 1, while faculty raises would take effect on the date the agreement is ratified and approved by the board. If ratified in October, faculty raises would also commence on October 1. Vice Chair Lamb expressed that the project was well done.

Chair Moore then shared that President Murdaugh had stated he would not accept a raise unless everyone else at the college received one. She requested a motion for the board to approve a 4% raise for President Murdaugh as well.

**MOTION:** Vice Chair Lamb  
Motion passed unanimously.

**SECOND:** Trustee Stevens

## **BOARD OF TRUSTEES**

**PUBLIC COMMENT-** No public comment

## **WORKSHOP**

Dr. Sheri Rowland, Dr. Calandra Stringer, and Vice President Shelly Bell--Enrollment Update

## **PRESIDENT'S REPORT**

TSC Alumni and Friends Hall of Fame Induction Ceremony - September 26

TCA Plaque Dedication - September 30, 10:30 a.m.

Southern Association of Colleges and Schools Commission on Colleges (SACS COC)  
Onsite Visit - Week of October 7

Tallahassee Science Festival – October 19

Theatre TSC 2024-25 season-Radium Girls on October 2-5 and 11-13, Tartuffe on  
November 14-16 and 22-24, and Alice by Heart on April 2-5 and 11-13, 2025.

**NEXT MEETING DATE**

October 21, 2024

Location: **Main Campus**

**ADJOURNMENT**

Chair Moore called the meeting to close at 4:30 p.m.

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**Karen Moore**  
Chair

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**Jim Murdaugh, Ph.D.**  
President

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Attorney Invoices – Bryant Miller Olive (August 2024 and September 2024)

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**Item Description**

Request for approval to pay invoices from Bryant Miller Olive, P.A. for legal services provided related to collective bargaining process and related to faculty labor relations.

**Overview and Background**

The College engaged Bryant Miller Olive, P.A. for representation during the collective bargaining process.

**Past Actions by the Board**

The Board of Trustees approved the agreement for these services at the October 17, 2022 Board Meeting.

**Funding/ Financial Implications**

Funding is budgeted in Fund 1, the Current Unrestricted Fund. The current amount due is \$4,115.00 for August 2024 and \$1,582.50 for September 2024.

**Recommended Action**

Authorize payment of invoices as presented.



Barbara K. Wills  
 Chief Business Officer, Vice President for Administrative  
 Services  
 Tallahassee State College  
 444 Appleyard Drive  
 Tallahassee, Florida 32304

Invoice Date: September 10, 2024  
 Invoice No. 84285  
 Client No. 25480.006

For professional services rendered in connection with Tallahassee  
 State College - Labor and Employment - UFF Bargaining

Purchase Order No. PO-021103

Statement of Legal Services

			Hours
08/13/2024	DMH	Draft emails to client and review reply	0.20
08/16/2024	DMH	Draft email to C. Stringer and review reply	0.10
08/19/2024	DMH	Prepare for and attend telephone conference with with client (C. Stringer, N. Davis, B. Wills)	0.90
08/20/2024	DMH	Analyze distance learning issues	0.30
08/23/2024	AA	Conduct research regarding distance learning - CBA provisions	1.80
08/26/2024	AA	Conduct research regarding distance learning - CBA provisions	2.60
08/26/2024	AA	Compile research findings regarding distance learning	2.30
08/26/2024	DMH	Review email	0.10
08/27/2024	DMH	Review Collective Bargaining Agreement provisions for other Colleges / distance learning	0.60
08/27/2024	DMH	Review and reply to emails	0.20
08/28/2024	DMH	Review and reply to emails from/to College	0.30
08/28/2024	DMH	Draft emails to Union and review replies	0.20
08/30/2024	DMH	Review and revise proposals for bargaining	2.10
<b>Current Services</b>			<b>11.70</b>
			<b>\$2,925.00</b>

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Ayla Arshad	6.70	\$250.00	\$1,675.00

Tallahassee Community College

Invoice Date: September 10, 2024  
Invoice No. 84285  
Client No. 25480.006

Denise M. Heekin 5.00 \$250.00 \$1,250.00

Payments

08/08/2024 Payment ACH rec'd 8/8/24 Invoices 83591, 83836 1,650.00  
1,650.00

Total Current Work \$2,925.00

Previous Balance Due \$1,050.00

Balance Due \$3,975.00

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
1545 Raymond Diehl Road, Suite 300  
Tallahassee, FL 32308  
850-222-8611 FEIN 59-1315801

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901  
Thank you for your business





Barbara K. Wills  
Chief Business Officer, Vice President for Administrative  
Services  
Tallahassee State College  
444 Appleyard Drive  
Tallahassee, Florida 32304

Invoice Date: September 10, 2024  
Invoice No. 84284  
Client No. 25480.002

For professional services rendered and expenses incurred  
regarding Tallahassee State College / L&E / General

Statement of Legal Services

		Hours
08/02/2024	BRR Review correspondence from AAA, pull arbitrator reports for same	0.20
08/02/2024	DMH Review information from AAA / unit wide grievance	0.40
08/05/2024	DMH Draft email to UFF / unit wide grievance	0.10
08/06/2024	DMH Review correspondence / Department of Education requirements for distance learning	1.10
08/07/2024	DMH Review Petition to Amend Certification and Order (AC-2024-041)	0.20
08/07/2024	DMH Review and respond to email (AC-2024-041)	0.10
08/12/2024	DMH Analyze arbitrator panel	0.80
08/12/2024	DMH Review email and AAA form and reply	0.20
08/12/2024	DMH Review email from UFF	0.10
08/12/2024	DMH Telephone conference with opposing party (J. Baroody)	0.10
08/13/2024	BRR Review docket (AC-2024-041)	0.10
08/13/2024	BRR Review order directing response (AC-2024-041)	0.10
08/13/2024	BRR Draft response to order directing response (AC-2024-041)	0.10
08/13/2024	DMH Review Order and AC Petition	0.20
08/13/2024	DMH Review letter from AAA	0.10
08/13/2024	DMH Draft email to client about arbitration	0.20
08/13/2024	DMH Draft email to AAA	0.10
08/14/2024	DMH Review email from arbitrator and draft reply	0.10
08/14/2024	DMH Draft email to client and review reply	0.10
08/16/2024	BRR Finalize response to order directing response	0.20

Tallahassee Community College

Invoice Date: September 10, 2024  
Invoice No. 84284  
Client No. 25480.002

08/16/2024 DMH	Review filing	0.10
08/27/2024 BRR	Review Hearing Officer's Recommended Order (AC-2024-041)	0.10
08/27/2024 DMH	Review PERC Order	0.10
08/27/2024 DMH	Draft email to client / PERC Order	0.10

<b>Current Services</b>	5.00	\$1,190.00
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Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	4.20	\$250.00	\$1,050.00
Beatriz R. Ramirez	0.80	\$175.00	\$140.00

Total Current Work	\$1,190.00
Previous Balance Due	\$892.50
Balance Due	\$2,082.50

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
1545 Raymond Diehl Road, Suite 300  
Tallahassee, FL 32308  
850-222-8611      FEIN 59-1315801

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901  
Thank you for your business



Barbara K. Wills  
 Chief Business Officer, Vice President for Administrative  
 Services  
 Tallahassee State College  
 444 Appleyard Drive  
 Tallahassee, Florida 32304

Invoice Date: October 4, 2024  
 Invoice No. 84474  
 Client No. 25480.006

For professional services rendered in connection with Tallahassee  
 State College - Labor and Employment - UFF Bargaining

Purchase Order No. PO-021103

Statement of Legal Services

			Hours
09/06/2024	DMH	Prepare and attend pre-bargaining meeting and bargaining	1.40
09/06/2024	DMH	Draft proposals for insertion into CBA	0.70
09/09/2024	BRR	Incorporate proposals into CBA draft for attorney review	1.10
09/10/2024	BRR	Make final revisions to strike and underlined CBA proposals	0.20
09/10/2024	DMH	Review CBA for ratification	0.80
09/10/2024	DMH	Draft email to client and review replies	0.10
09/10/2024	DMH	Review email from UFF	0.10
09/11/2024	DMH	Review emails and draft replies	0.10
09/11/2024	DMH	Draft email to Union	0.10
09/11/2024	DMH	Revise CBA	0.30
09/12/2024	BRR	Revise table of contents on CBA	0.10
09/12/2024	DMH	Review and reply to emails	0.30
09/12/2024	DMH	Revise CBA package for ratification	0.70
09/13/2024	BRR	Prepare clean final copy of CBA for execution by the parties	0.50
09/13/2024	DMH	Review email from UFF	0.10
<b>Current Services</b>			6.60
			\$1,507.50

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	4.70	\$250.00	\$1,175.00

Tallahassee State College

Invoice Date: October 04, 2024  
Invoice No. 84474  
Client No. 25480.006

Beatriz R. Ramirez 1.90 \$175.00 \$332.50

Total Current Work	<u>\$1,507.50</u>
Previous Balance Due	\$3,975.00
Balance Due	<u>\$5,482.50</u>

Please Reference Client Number On Checks And Wire Transfers

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Barbara K. Wills  
 Chief Business Officer, Vice President for Administrative  
 Services  
 Tallahassee State College  
 444 Appleyard Drive  
 Tallahassee, Florida 32304

Invoice Date: October 4, 2024  
 Invoice No. 84473  
 Client No. 25480.002

For professional services rendered and expenses incurred  
 regarding Tallahassee State College / L&E / General

Statement of Legal Services

			Hours
09/11/2024	DMH	Review email from Arbitrator	0.10
09/23/2024	DMH	Review Final Order / AC-2024-041	0.10
09/23/2024	DMH	Draft email to client / AC-2024-041	0.10
<b>Current Services</b>			0.30
			\$75.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	0.30	\$250.00	\$75.00

Total Current Work	\$75.00
Previous Balance Due	\$2,082.50
Balance Due	\$2,157.50

Tallahassee State College

Invoice Date: October 04, 2024  
Invoice No. 84473  
Client No. 25480.002

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
1545 Raymond Diehl Road, Suite 300  
Tallahassee, FL 32308  
850-222-8611 FEIN 59-1315801

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901  
Thank you for your business

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Human Resource Report

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**Item Description**

This item requests Board approval for personnel actions.

**Overview and Background**

The College brings forth a request to approve appointments, separations and outside employment.

**Past Actions by the Board**

Personnel actions are taken to the District Board of Trustees monthly. The Board has not addressed this item previously.

**Funding/ Financial Implications**

This item is funded by the 2024-2025 Operating Budget.

**Recommended Action**

Approve the report as presented.

**Original Appointments - Executive, Administrative, Managerial & Professional**

Name	Position	Department	Effective Date
None to Report			

**Original Appointments - Classified Staff**

Name	Position	Department	Effective Date
Sophia De Zerga	Student Support Specialist	Student Affairs	September 3, 2024
Travion Hudson	Mailroom Clerk	Shipping, Receiving and Mail	September 3, 2024
Tarrah Gordon	Manager, Counseling Center	Student Affairs - Student Access Services	September 16, 2024
Anya Yocum	Assessment Analyst	Institutional Research	September 19, 2024
Lorenzo Hillman	Construction Service Manager	Facilities	September 24, 2024
Chelsea Waters	Assistant Coach	Head Coach - Women's Basketball (Mercedes)	October 1, 2024

**Original Appointments - Faculty**

Name	Position	Department	Effective Date
None to Report			

**Original Appointments - Contracts & Grants**

Name	Position	Department	Effective Date
Marsha Dunston	Career Development Specialist	DOC - 100 Hour - CFRC	September 9, 2024
Tiffany Kersey	Career Development Specialist	DOC - 100 Hour - Reception and Medical Center	September 9, 2024
Jay Raulerson	Career Development Specialist	DOC - 100 Hour - Reception and Medical Center	September 9, 2024
Carmen Horne	Employee Navigator	DOC - 100 Hour - CFRC	September 11, 2024
Kalonji McClellan	Career Development Specialist	DOC - 100 Hour - Largo Road Prison	September 16, 2024
Adrian Barber	Regional Coordinator-Northwest	DJJ Statewide Regional	September 16, 2024
Kyla Lewis	Career Navigator, Project Anchor	DJJ - Project Anchor	September 18, 2024

**Seeking to Hold Political Office Requests (All Employees)**

Name	Position	Department	Effective Date	Prior Position
None to Report				

**Drop Retiree Participants (All Employees)**

Name	Position	Department	Enrollment Date	End Period
Stacy Skinner	Social Studies Test Development Coordinator/Civics and US History Content Specialist	DOE - Test Development Center	September 1, 2024	August 31, 2032

**Separations (All Employees)**

Name	Position	Department	Effective Date	Separation Type
Anthony Kelley	Environmental Service Technician	Facilities	September 3, 2024	Dismissed
Daniel Delimont	Supervisor Landscape Services	Facilities	September 4, 2024	Resigned
Audrey Kervin	Direct Inmate Service Manager	Workforce Development	September 5, 2024	Resigned
DeJa Jeffrey	Intramural Coordinator and Assistant Coach	Athletics	September 6, 2024	Dismissed
Shalita Crayton	Accounting Specialist	Financial Services	September 10, 2024	Resigned
Kaylie Babowal	Staff Assistant	Student Affairs	September 10, 2024	Dismissed
Alysia Pringle	Career and Academic Advisor	Student Affairs	September 11, 2024	Resigned
Sean Pinkney	Landscaper	Facilities	September 17, 2024	Dismissed
Jamie Smith	Learning Commons Specialist	Learning Commons	September 18, 2024	Retired
Paul Williams	Commercial Vehicle Driving Lead Instructor	CDL Program	September 19, 2024	Resigned
Catherine Medina	Career Development Specialist	100 Hour - Wakulla C.I. Annex	September 20, 2024	Resigned
Esra Ozdemir	Assessment Coordinator	DOE - Postsecondary Assessment	September 30, 2024	Resigned



**Outside Employment Requests (All Employees)**

Name	Position	Department	Employer	Position
Abdullah Nae Malik	Mathematics Faculty	Science and Mathematics	Florida State University	Adjunct Faculty
Albert Wynn	Executive Director, WEI	WEI	S.T.E.M. Solutions Consulting LLC	Owner
Bret Hammond	Engineering Faculty	Applied Science and Technology	Hammond Design Group, LLC	Owner
Bryan Henry	Coach, Baseball	Athletics	Bryan Henry, LLC	Owner
Brynn Baca	Coach, Softball	Athletics	Brynn Baca Softball Camps, LLC	Owner
Bryon Lee	Regional Civics Coach	DOE- Civics Program	LeeAngel, Inc.	Photographer
Carolina Jimeno	Mathematics Content Specialist	DOE - Test Development Center	Spirit Halloween	Sales Associate
Corey Hendren	Coach, Men's Basketball	Athletics	NIKE Basketball Camps	Camp Coach
Elizabeth Bascom	Criminal Justice Coordinator	FPSI	Tallahassee Police Department	Reserve Officer
Gerry Barrett	FPSI Grants Coordinator	FPSI	Tallahassee Police Department	Reserve Officer
Logan Lane	Director of Continuing Education	FPSI	Friendly Real Estate Group	Real Estate Agent
Mercedes Corona	Coach, Women's Basketball	Athletics	Corona Basketball Academy, LLC	Owner
Patrick McDermott	College Success Faculty	Social Sciences	Southern NH University	Adjunct Faculty
Raksha Patel	Mathematics Faculty	Science and Mathematics	McGraw Hill/ALEKS	Content Creator
Renee Gordon	STEM Program and Honors Program Director	Science and Mathematics	National Association of Community College Entrepreneurship (NACCE)	Site Director
Rodges Collins	Public Safety Officer	Campus Police	Sentry Security	Security Officer
Shanova Paul	Manager of Accounting	Financial Services	Shanova Monique LLC	Owner
Sherifat Thomas	Library Services Specialist	Library Services	Right-At-Home	Caregiver

**Seeking to Hold Political Office Requests (All Employees)**

Name	Position	Department	Office	Position
<i>None to Report</i>				

**Personnel Changes (Promotions, Demotions - All Employees)**

Name	Position	Department	Effective Date	Prior Position
Jason Fowler	Vice President, Information Technology	Information Technology	September 1, 2024	Director, Information Technology
Xavior Jones	Senior Recruitment Specialist	Human Resources	September 1, 2024	Staff Assistant (Human Resources)
Harmony Punaes	Call Center Representative	Student Affairs	September 9, 2024	Student Financial Advisor
Hope Childree	Associate Director, WEI	WEI	October 1, 2024	OPS

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Sponsored Programs – Provider

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**Item Description**

This item requests that the Board approve the receipt of funding for the listed projects.

**Overview and Background**

The following are recommended for approval.

**I. Receipt, Amendment, Extension of Resources**

Florida Department of Education – Support for Implementation of K – 12 Scholarships Program for ESE Students 23/24 - Amendment 1

This amendment extended the award date through 11/30/24. The award amount remains the same.

Florida Department of Education - State Standards for Computer Science- Amendment 4

This amendment reallocated funds from Materials and Supplies to Travel, Printing, Stipends, Professional Services, and Facilities. The award amount remains the same.

Florida Department of Education - Best Practices of Implementing Mathematics Standards - Amendment 4

This amendment reallocated funds from Materials & Supplies and Other Services to Travel and Stipends. The award amount remains the same.

Florida Department of Transportation – Florida Teen Traffic Safety Program 24/25

This award provides coordinating activities for the alcohol prevention activities at college and high school levels. The amount of this award is \$1,600,000 with an indirect cost rate of 8%. The funding period is from 10/1/24 through 9/30/25.

Florida Department of Transportation – Traffic Safety Support 24/25

This award provides Traffic Safety support staff positions to be housed at the Florida Department of Transportation State Safety Office to facilitate fiscal documentation management, invoice processing and data analysis support. The amount of this award is

\$645,000, with an indirect cost rate of 8%. The funding period is from 10/1/24 through 9/30/25.

Florida Department of Transportation – Traffic Safety Resource Prosecutor Program 24/25

This award provides training for prosecutors and law enforcement officers in the legal, scientific and tactical aspects of DUI prosecution. The amount of this award is \$680,000, with an indirect cost rate of 8%. The funding period is from 10/1/24 through 9/30/25.

Florida Department of Transportation – Speed Measurement Course 24/25

This award provides at least 21 trainings in speed measurement, up to 525 officers throughout Florida. The amount of this award is \$75,000 with an indirect cost rate of 5%. The funding period is from 10/3/24 through 9/30/25.

Florida Education Foundation - 24/25

This award provides funding to support the vision and fulfillment of the mission of the Florida Civics & Debate Initiative. The amount of this award is \$197,975.40, with an indirect cost rate of 5%. The funding period is from date of execution through 6/30/2025.

U S Department of Education - Title III 2024 - 2029

This award provides tutors in courses with high failure rates, redesign of courses for supplemental instruction, support of proactive case management advising and provide professional development for faculty to increase retention of first time in college students and reduce the equity gap. The award amount is \$447,756 (year 1) with an indirect cost rate of 0%. The award period is 10/1/24 - 10/1/29.

US Department of Labor – Mine Safety Award and Amendment 1

This award will help promote healthful workplaces for miners in Florida by assisting with training to prevent death and disease, as well as to reduce the frequency and severity of injuries from mining related incidents. The amount of this award is \$254,945.00, including an indirect cost rate of 8%. The amendment extends the funding period is from 10/1/2023 through 9/30/2025.

## **II. Commitments, Expenditures, Contracts for Service**

None at this time.

### **Past Actions by the Board**

Florida Department of Education – Support for Implementation of K – 12 Scholarships Program for ESE Students 23/24

Initial award was approved at the November 2023 Board of Trustees meeting.

Florida Department of Education - State Standards for Computer Science

Amendment 3 was approved at the March 2024 Board of Trustees meeting.

Florida Department of Education - Best Practices of Implementing Mathematics Standards

Amendment 3 was approved at the March 2024 Board of Trustees meeting.

Florida Department of Transportation – Florida Teen Traffic Safety Program 24/25

This is an annual renewal.

Florida Department of Transportation – Traffic Safety Support 24/25

This is an annual renewal.

Florida Department of Transportation – Traffic Safety Resource Prosecutor Program 24/25

This is an annual renewal.

Florida Education Foundation - 24/25

This is an annual renewal.

US Department of Labor – Mine Safety Award

This is an annual renewal.

**Funding/ Financial Implications**

The above projects are established in Fund 2, Restricted Accounts. The total indirect anticipated from the increased awards is \$244,306.

**Recommended Action**

Authorize funding for the awards and contracts as presented.

October 21, 2024

**MEMORANDUM**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Sponsored Programs – Fiscal Agent

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**Item Description**

This item requests that the Board approve the receipt of funding for the listed projects.

**Overview and Background**

The following are recommended for approval.

**I. Receipt, Amendment, Extension of Resources**

Florida Department of Education - Holocaust Education Task Force FY 24/25

This award will support the activities related to the Holocaust Education Task Force committee members including travel reimbursement and subgrants to designated sites. The contract amount is for \$100,000 with an indirect cost of 0%.

Florida Department of Transportation – Traffic Records Coordinating Committee Support 24/25

This award provides a part-time technical advisor to provide support to the TRCC Executive Board and its committees, as well as provide contractual services for the completion of the survey for the 2024-25 Annual report. The amount of this award is \$69,000 with an indirect cost rate of 8%. The funding period is from 10/1/24 through 9/30/25.

Florida Department of Transportation – Impaired Driving Sports Media Campaign 24/25

This award provides the oversight of contractual services to purchase paid media spots through cable television networks during professional televised sporting events to encourage sobriety and responsible driving. The amount of this award is \$216,000, with an indirect cost rate of 8%. The funding period is from 10/01/24 through 9/30/25.

Florida Department of Transportation – Impaired Driving Major College Sports Marketing 24/25

This award provides the oversight of contractual services to purchase paid media spots during sporting events of major colleges and universities to encourage sobriety and

responsible driving. The amount of this award is \$450,000, with an indirect cost rate of 8%. The funding period is from 10/01/24 through 9/30/25.

Florida Department of Transportation – Impaired Driving Professional Sports Marketing 24/25

This award provides the oversight of contractual services to acquire paid media spots during professional sporting events to encourage sobriety and responsible driving. In addition, evaluation services are required to analyze the activated elements within each professional sporting venue. The amount of this award is \$2,000,000.00 with an indirect cost rate of 8%. The funding period is from 10/01/24 through 9/30/25.

**II. Commitments, Expenditures, Contracts for Service**

None at this time.

**Past Actions by the Board**

Florida Department of Education - Holocaust Education Task Force

This is an annual renewal.

Florida Department of Transportation – Traffic Records Coordinating Committee

This is an annual renewal.

Florida Department of Transportation – Impaired Driving Sports Media Campaign

This is an annual renewal.

Florida Department of Transportation – Impaired Driving Major College Sports Marketing

This is an annual renewal.

Florida Department of Transportation – Impaired Driving Professional Sports Marketing

This is an annual renewal.

**Funding/ Financial Implications**

The above projects are established in Fund 2, Restricted Accounts. The total indirect anticipated from the awards is \$202,592.

**Recommended Action**

Authorize funding for the awards and contracts as presented.

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

Calandra Stringer, Ph.D.  
Vice President and Provost

**SUBJECT:** Collective Bargaining Agreement

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**Item Description**

This item is the Collective Bargaining Agreement (CBA) between Tallahassee State College and the United Faculty of Florida – TSC chapter (UFF) for fiscal year 2024 – 2025.

**Overview and Background**

In April 2024, TSC and UFF began negotiations for a new agreement. On September 6, 2024, after several meetings, the College and UFF tentatively reached agreement. On October 2, 2024, in accordance with the requirements of the Florida Public Employees Relations Commission (PERC), TSC UFF ratified the Collective Bargaining Agreement.

**Past Actions by the Board**

The Board last approved a Collective Bargaining Agreement with United Faculty of Florida – TSC Chapter on February 19, 2024.

**Funding/ Financial Implications**

Upon District Board of Trustees approval, the members of the bargaining unit will receive an increase of 4% to their base salary which was included in FY 24-25 operating budget.

**Recommended Action**

Approve and ratify the CBA between UFF and TSC for current fiscal year 2024 – 2025.

**TALLAHASSEE STATE COLLEGE**

**and**

**UNITED FACULTY OF FLORIDA**

**2024 – 2025**



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## **ARTICLE 1 - RECOGNITION**

The United Faculty of Florida (Union or UFF) is the sole and exclusive bargaining agent for all employees included in the bargaining unit certified in Case No. RC-2016-012 by the Florida Public Employees Relations Commission, Certification No. 1893. The term “Faculty,” “Faculty member,” “teaching Faculty,” “non-teaching Faculty,” “Librarians,” or “Counselors” shall apply only to those employees represented by the Union, whether member or non-member.

## **ARTICLE 2 - NON-DISCRIMINATION**

1. The College and the Union agree not to discriminate against any employee covered by this Agreement because of any legally protected classification, including age, sex, marital status, race, color, ethnicity, pregnancy, veteran status, national origin, religious affiliation, disability, sexual orientation, gender identity, or genetic information.
2. The parties agree not to interfere with the rights of employees to become members of the Union, to refrain from becoming members of the Union, or to terminate their membership in the Union and that there shall be no discrimination, interference, restraint or coercion by the parties against any employee because of membership or non-membership in the Union.

### **ARTICLE 3 - CIVILITY AND PROFESSIONAL BEHAVIOR**

All members of the College community should be able to work and learn a safe and mutually respectful workplace and learning environment. Every person has a right to freedom of expression, but the College shall maintain, to the extent possible and reasonable, a mutually respectful environment. Members of the Faculty will treat each other, staff, administrators, Trustees, students, guests and members of the public with respect and expect the same in return.

## ARTICLE 4 - MANAGEMENT RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and the Florida Board of Education Rules. These unilateral rights include, but are not limited to, the right to:
  - A. Determine the purpose, mission, objectives, and policies of the College;
  - B. Determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College's programs;
  - C. Administer the personnel system of the College;
  - D. Direct, supervise, schedule and assign the workforce;
  - E. Transfer an operation or any part thereof from one area of the campus to another or from one campus or site to another;
  - F. Maintain the discipline and efficiency of the Faculty and operation of the College;
  - G. Determine the programs and courses of instruction;
  - H. Determine the College's grading system;
  - I. Select employees for hire;
  - J. Determine staffing requirements;
  - K. Determine the duties required by employees;
  - L. Transfer, lay off, and recall employees;
  - M. Determine the nature and extent of services that are to be performed;
  - N. Regulate the use of College equipment and facilities;
  - O. Make and enforce work rules;
  - P. Create or discontinue programs;
  - Q. Establish and modify or eliminate employees' duties;
  - R. Determine staffing levels and patterns, including the size and composition of the work force;
  - S. Determine whether and to what extent work shall be performed by employees in this bargaining unit and to change such determinations;
  - T. Determine the nature and scope of College operations and services and how the same will be conducted, including whether and when to subcontract all or part of bargaining unit work or functions and to enter into contracts with private vendors or providers for any service;

- U. Budget and determine allocation of funds and resources;
  - V. Schedule classes and establish class size;
  - W. In an emergency, take any and all actions the College, in its sole discretion, deems necessary or advisable under the circumstances; and,
  - X. Take such measures as management may consider to be necessary to the orderly, efficient and economical operation of the College; to take whatever actions may be necessary or appropriate to carry out the mission of the College; and to have complete authority to exercise those rights and powers incidental to each of the rights reserved to management, including the right to alter or vary past practices as the College may determine to be necessary.
2. Except as limited or modified by the express written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the College prior to this Agreement are retained by the College and may be exercised without prior notice or consultation with the Union.
  3. The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses.
  4. The College's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the College from exercising the same right in some other way not in conflict with the express provisions of this Agreement.
  5. Nothing in this Article is intended as a waiver of the Union's rights under Chapter 447 to bargain over mandatory subjects of bargaining or the impact of changes brought about by the exercise of management rights.

## ARTICLE 5 - UNION RIGHTS

1. **Use of Facilities.** The Tallahassee State College (TSC) Chapter of the United Faculty of Florida (UFF) (TSC/UFF) shall have the right to use College facilities on the same basis as other groups in the community.
2. **Access to Information.** The College agrees to make available to the Union records of the College if requested and permitted pursuant to the provisions of Chapter 119, Florida Statutes. At the beginning of each fall and spring semester, the College shall provide the Union with a list of all members of the bargaining unit, and each one's home address (unless exempt under Chapter 119), division in which they work, title, annual salary, email address, and telephone number. Once per month, the College shall provide the Union with the UFF-TSC payroll deduction report. All requests for information shall be responded to in accordance with the College's procedure for public records requests.
3. **Access to Bulletin Boards.** The College agrees to provide the Union with existing bulletin board space in those campus areas where notices to Faculty are normally posted by the College. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer in the Union.
4. **Access to College Mail Services.** The Union shall have the right to use the College mail and email service, including Faculty mail boxes, for UFF/TSC communications to employees, provided that the documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College's normal mail and email services operation will first be performed in cases where an overload occurs as a result of UFF/TSC mail use requests. The Union agrees to comply with all established rules and procedures for the use of these systems.



## ARTICLE 7 - STRIKES

1. The Union agrees not to participate in, nor endorse strikes, picketing, stoppages or concerted failure or refusal to perform assigned work by bargaining unit members covered by this Agreement, while this Agreement is in effect.
2. Any bargaining unit member who participates in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work shall be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.
3. Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or from continuing to work, or has the effect of preventing or restraining any students, visitors, or others from ingress and egress to College facilities or sites or otherwise impede the mobility of students, visitors, or others to or on any College facility or site. This definition shall not apply to lawful informational picketing. The parties recognize the right of Faculty to engage in informational picketing and other concerted activity that does not impede the rights of others or unlawfully interfere with the College's operations.
4. The College agrees not to lockout bargaining unit employees for the duration of this Agreement.

## ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances. Grievances are defined as differences involving the application or interpretation of this Agreement. The grievance procedure is not available for settlement of complaints where the grievant does not assert a violation of some specific provision or provisions of this Agreement. Nothing in this article shall require the Union to process grievances for bargaining unit members who are not members of the Union.
2. The grievance procedure cannot be used by the Union or any employee to dispute a decision by the College not to renew the contract of an employee on annual contract, or to dispute a decision by the College not to award a continuing contract.
3. Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by the College within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties.

Grievances, with the exception of those discussed in paragraphs 15 and 16 below, shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he/she may, within ten (10) working days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to the Dean or Director, with a copy provided to Human Resources. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Dean or Director shall, within fourteen (14) working days after presentation of the grievance, render his/her decision on the grievance in writing to the grievant and the Union.

Step 2: If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, the grievant shall have the right to appeal the Step 1 decision to the Provost or his/her designee within ten (10) working days of the due date of the Step 1 response. Such appeal must be accompanied by a copy of the original written grievance, and the written decision of the Dean or Director, if provided, together with a signed request from the grievant requesting that the Step 1 decision be reversed or modified. The Provost or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed

upon by the parties. The Provost or his/her designee shall, within fourteen (14) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision on the grievance in writing to the grievant and the Union.

Step 3: If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, the grievant shall have the right to appeal the Step 2 decision to the President or his/her designee within ten (10) working days of the date of the issuance of the Step 2 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Provost, together with a request signed by the grievant or their representative requesting that the Step 2 decision be reversed or modified. The President or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed upon by the parties. The President or his/her designee shall, within twenty-one (21) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision in writing to the grievant and the Union.

4. Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Union and the College, such grievance shall be presented in writing directly to the Provost within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be in writing and shall be signed by the grievant or by the Union representative. The written grievance shall contain the detailed information set forth in Step 1 above. Any further processing of such grievances shall adhere to Step 3 of this Agreement.
5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the grievant may request that the grievance be submitted to arbitration within fourteen (14) working days after the President renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. The party requesting arbitration shall request the American Arbitration Association to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. Each party may reject two (2) panels.
6. Any grievance filed without the assistance of the Union may proceed to Step 3, however, only the Union shall have the authority to authorize that a grievance proceed to arbitration. Such authorization must be in writing to the College.
7. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities. Time spent in such activities shall be outside regular working hours and shall not be counted as time worked.

8. The College and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable state and federal laws. The arbitrator shall have no power to change any policy or rule of the College.
9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. The arbitrator's decision shall be confined solely to the application and/or interpretation of this Agreement and its referenced documents and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted. The standard of proof in all cases will be by a preponderance of the evidence.
10. An arbitrator's award may or may not be retroactive as the equities of each case may demand.
11. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) working days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). By mutual consent of the College and the Union, the same arbitrator may preside over both the issue of arbitrability and the substantive issue(s).
12. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expense and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.
13. Except to the extent that such award is contrary to law or the provisions of this Agreement, the arbitrator's award shall be final and binding on the parties. Either party may, however, seek review of the arbitrator's award in the Circuit Court, in accordance with Chapter 682, Florida Statutes.
14. Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an arbitrator for decision in any given case. Settlement of grievances before the issuance of an arbitration award shall not constitute a precedent or an admission that this Agreement has been violated.

15. If an annual contract Faculty member is terminated or suspended without pay during the term of an annual contract, the Faculty member may grieve pursuant to this Article. Any such grievance shall start at Step 3 of the grievance process and shall be filed within ten (10) working days of approval of the termination or suspension by the Board of Trustees.
16. If a continuing contract Faculty member is terminated, suspended without pay or returned to annual contract, the Faculty member may choose to file a grievance pursuant to this Article or to appeal the decision under Chapter 120, Florida Statutes. Any such grievance shall start at Step 3 of the grievance process and shall be filed within ten (10) working days of approval of the action by the Board of Trustees. The election of the Chapter 120 procedure will be deemed an election of remedies and a permanent waiver of the right to appeal the suspension or termination under this Article. If the Faculty member chooses to process the actions identified in this paragraph under this Article, the Faculty member's choice will be considered an election of remedies and an appeal cannot be processed under Chapter 120, Florida Statutes. Consistent with paragraph 2 above, no Faculty member may use this grievance procedure or procedure under Chapter 120, Florida Statutes, to dispute a decision by the College not to renew an annual contract, or to dispute a decision by the College not to award a continuing contract.

## **ARTICLE 9 - BOARD POLICIES AND RULES**

Except as otherwise and expressly agreed herein, if a conflict exists between this Agreement and a Board rule or policy, this Agreement shall prevail. If the Agreement is silent, Board rule or policy shall prevail.

## **ARTICLE 10 - ACADEMIC FREEDOM**

In recognition of the principles of academic freedom, the parties affirm that the Faculty members shall be free of arbitrary limitations on the study, investigation, presentation, or interpretation of facts and ideas as a member of the academic community. Faculty are entitled to freedom in research and in the publication of results, subject to satisfactory performance of their other academic duties. Faculty are entitled to freedom in the classroom in discussion of their subject, but they should be careful not to introduce into their teaching controversial matters that have no relation to their subject. Faculty are citizens, members of a learned profession and representatives of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational representatives, they should remember the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate they are not speaking for the institution. Faculty members are entitled to the rights guaranteed under the First Amendment to the Constitution of the United States.

## ARTICLE 11 - APPOINTMENT, CONTRACTS AND TERMINATION

### 1. **Appointment and Orientation.**

A. All Faculty, Librarian and Counselor vacancies shall be filled through a competitive process. The Provost, in consultation with Human Resources, is the appropriate administrative authority in compliance with SACSCOC criteria and College policy and shall establish minimum criteria for Faculty positions. The Provost will maintain a written procedure, approved by the President, for the hiring process, which may be changed at the discretion of the College.

B. New Faculty shall be required to attend a paid orientation prior to the beginning of their first Fall contract. Annual contract Faculty shall participate in a seminar series for up to thirty (30) hours per semester for each year they are on annual contract. The topics of the seminar series are at the discretion of the College.

2. **Temporary Appointments.** The President may recommend to the Board of Trustees a temporary Faculty position not eligible for continuing contract. Faculty awarded these positions may be awarded multiple year contracts up to three (3) years, annual contracts or contracts for less than one (1) year. A temporary Faculty position may be rescinded at any time. The President may recommend to the Board of Trustees a temporary Librarian or Counselor position for any period of time up to three (3) years.

3. **Annual and Continuing Contracts.** Established Faculty, Librarian and Counselor positions filled as a result of a competitive hiring process shall be eligible for continuing contract. All initial full-time appointments shall be in a form approved by the State Commissioner of Education, and shall specify in writing the appointment date, expiration date, and salary and whether the appointment is eligible or not for continuing contract. All initial full-time appointments shall be annual contracts, unless it is a temporary appointment.

A. Individuals on an “annual contract” may have their contract renewed by the Board of Trustees upon recommendation by the President no later than June 1<sup>st</sup> preceding the academic year for which the contract is to be effective. There is no expectation of reemployment upon the expiration of an annual contract. The President may determine not to renew an annual contract for any reason. An individual whose annual contract is not being renewed shall receive notice of non-renewal by June 1<sup>st</sup>. Non-renewal of an annual contract cannot be challenged through the grievance or termination procedures provided by this Agreement.

B. A “continuing contract” is a contract between the College and a Faculty member, Librarian or Counselor which entitles the individual to continue in his or her respective full-time position at the College without the necessity for annual nomination. To be eligible for a continuing contract, the individual must serve a probationary period of five (5) full years at the College during a period not in excess of seven (7) total years. In all cases, such service shall be continuous except for leave duly authorized and granted.



- C. The probationary period may be extended beyond five (5) years but not in excess of seven (7) years total upon the recommendation of the President and approval of the Board of Trustees. The extension of the probationary period beyond five (5) years is not subject to challenge through the grievance procedures. The contract of an individual who is not awarded a continuing contract by the completion of seven (7) years shall not be renewed. The decision to not award a continuing contract cannot be challenged through the grievance or termination procedures provided by this Agreement.
- D. Continuing contract may be recommended to the Board of Trustees by the President for individuals who have received satisfactory ratings on their performance evaluations during the probationary period. Continuing contracts are effective at the beginning of an academic year only.
- E. The following criteria are integral in considering an individual for continuing contract and in the review of their post-award performance. While the following criteria must be satisfied to be considered for the initial award of a continuing contract, the same criteria shall also be used to consider the return of an individual with continuing contract to annual contract.
  - i. Effectiveness in the performance of their duties which include:
    - (a) Engaging in activities for the benefit of the College, including, but not limited to: teaching, student consultation, advising, preparation for teaching, and committee work (e.g., standing committees, councils, ad hoc committees, and department meetings);
    - (b) Meeting his/her in-load teaching requirement or equivalent;
    - (c) Completing all obligations within established timelines;
    - (d) Being prompt and regular in attendance at classes, student support hours, department meetings, and College-wide meetings; and,
    - (e) Fulfilling work responsibilities and other responsibilities as stated in this Agreement.
  - ii. Continuing professional development.
  - iii. Currency in and scope of their discipline area knowledge shall be an integral component of continuing contract consideration and may be demonstrated by pursuing coursework, training and/or equivalent educational activities (e.g., professional conference attendance).
  - iv. Feedback from Faculty and students, student opinion surveys, data received from self-evaluation, and classroom visitation by the Dean/Director.
  - v. Employer feedback for all A.S., B.A.S, B.S. and certificate programs, to enhance instruction and to effectuate curriculum change.

- vi. Service to the department/division and College as an active participant in the academic planning process, which includes but is not limited to curriculum development and revision; program review and assessment; establishment of program accreditation; and other activities that support student success and academic progression.
- vii. Assessments of student learning in order to guide course, programmatic and instructional Faculty effectiveness.
- viii. Service to the community. Service to the community involves faculty members acting as representatives of TSC while using their expertise to contribute to the public's knowledge and welfare. Community service shall not include any activity for which a faculty member receives a stipend. Examples of Service to the Community include, but are not limited to:
  - Engaging in community outreach or community engagement effort
  - Participating in public service or community development activities
  - Acting as a board member in a community-based, corporate, or governmental organization
  - Volunteering services as a consultant on community projects when representing the College
  - Contributing time and expertise to a community organization
  - Giving presentations in the area of expertise to the public
  - Prior approval is required.
- ix. Adherence to professional standards of conduct as outlined in Article 27, Discipline, and College policy.
- x. Student success which includes the following:
  - (a) Student retention, and progression to include success in subsequent course(s);
  - (b) Student completion and successful matriculation to a College or University or job placement in a position relevant to degree earned;
  - (c) Responsiveness to students' academic needs both in and out of the classroom;
  - (d) Use of student engagement strategies in class;
  - (e) Providing prompt feedback to students which includes but is not limited to return of examinations and papers within one week, frequent graded assignments to assist students in monitoring progress, concrete and constructive feedback and class discussion of results of assignments and examinations;

- (f) Providing adequate time on task which includes but is not limited to having set due dates for assignments, make-up requirements, time management skill discussions, weekly reading schedules and realistic expectations with relevant assignments;
  - (g) Using the master syllabi as a minimum standard, providing clear course expectations, explanations of consequences for not completing work, and expectations of student participation and success;
  - (h) Referrals to student support services when appropriate including, but not limited to the Learning Commons or virtual support services;
  - (i) Students meeting the program and student learning outcomes; and
  - (j) Employing diverse teaching methods to accommodate various student learning styles and various levels of academic preparation.
- F. Consideration for continuing contract is initiated by the individual who shall provide to their Dean/Director a professional portfolio containing a factual description of the Faculty member's teaching, curriculum, service and professional development strengths and accomplishments. The portfolio will include empirical evidence as well as a self-assessment as detailed by College Policy. The Dean/Director shall consider all of the evaluation materials and make a written recommendation to the Vice President of Academic Affairs/Provost regarding whether the individual should be considered for continuing contract and state the reasons for the recommendation. The Vice President of Academic Affairs/Provost shall make a written recommendation to the President.
- G. If the Dean/Director fails to recommend the individual for continuing contract, the individual may appeal to the Vice President of Academic Affairs/Provost. If the Vice President of Academic Affairs/Provost agrees with the Dean, the individual may appeal to the President. The decision of the President is final and cannot be challenged through the grievance and arbitration process or termination procedures provided by this Agreement.
- H. If the Dean recommends the individual for continuing contract, but the Vice President of Academic Affairs/Provost disagrees with the Dean's recommendation, the President shall review the decision. The decision of the President is final and cannot be challenged through the grievance or termination procedures provided by this Agreement.
- I. If the President concurs with the Vice President of Academic Affairs/Provost's recommendation that the individual be awarded a continuing contract, the President shall recommend this action to the Board of Trustees. The decision of the Board of Trustees is final and cannot be challenged through the grievance or termination procedures provided by this Agreement.

- J. Individuals on continuing contract shall have a bi-annual performance evaluation. They shall submit a post-award professional portfolio every five (5) years that shall be reviewed by the supervising Dean/Director. The purpose of the post-award professional portfolio is to demonstrate continued achievement of the standards set for the initial award of continuing contract (subsection E. above) and to demonstrate continual growth and development in the Faculty member's discipline area.
4. **Dismissal of an Individual During the Term of an Annual Contract, Dismissal of an Individual with a Continuing Contract or Return of an Individual with Continuing Contract to an Annual Contract.** Upon recommendation by the President, the Board of Trustees may dismiss or return to annual contract an individual on continuing contract for failure to meet post-award performance criteria or for cause. Upon recommendation by the President, the Board of Trustees may dismiss an annual contract individual during the term of the contract for cause.
- A. The President shall notify the individual in writing of the recommendation for dismissal or return to annual contract and the reasons for the recommendation. Upon approval of the recommendation by the Board of Trustees, the employee shall have the right to appeal the decision pursuant to the provisions of paragraphs 15 or 16 of Article 8 Grievance and Arbitration Procedure, as appropriate.
- B. If an individual is returned to an annual contract from a continuing contract, the individual may be considered for another continuing contract after three (3) years of satisfactorily meeting the criteria for consideration of an employee for continuing contract as detailed in this Agreement.
5. **Dismissal of an Individual due to Consolidation, Reduction or Elimination of a Program.** Upon recommendation by the President, the Board of Trustees may terminate a full-time employee on continuing contract should there be a consolidation, reduction or elimination of the College's programs. The decision of the Board of Trustees as to a consolidation, reduction or elimination of a program shall be final and cannot be challenged through the grievance and arbitration procedure. Article 28 regarding Reduction in Force will apply and any alleged violations of Article 28 can be challenged through the grievance and arbitration procedure.
6. **Administrators Holding Continuing Contracts as Faculty Members.** Faculty members who hold continuing contracts at the College and who accept an appointment to a Managerial, Professional or Administrator position (including, but not limited to, Dean, Associate Dean, Director or higher level) shall be placed on leave-of-absence status from their continuing contract for a period not to exceed five (5) years. After the five (5) year period has expired, the leave-of-absence status from continuing contract shall expire. During the five (5) year period, such persons may revert to their continuing contract status if they are otherwise eligible in the event that they are not reappointed to their administrative position or if they opt not to accept such appointment. If they revert to their continuing contract status, they will be considered for assignments for which they are qualified in the same manner as all other continuing contract Faculty in their discipline. If no position exists, the Faculty member's position could be eliminated pursuant to section 6 of this Article or Article 28, Reduction in Force. Dismissal from an

Administrator position for cause would constitute a reason for not being eligible to return to a Faculty position. Dismissal from an Administrator position does not invoke any of the hearing processes set forth in section 5 of this Article or the grievance procedure set forth in this Agreement.

## **ARTICLE 12 - PROFESSIONAL RANK**

1. Faculty shall hold the ranks of Instructor, Assistant Professor, Associate Professor or Professor. This Article shall not apply to Counselors.
2. Higher rank shall be awarded in order to recognize a Faculty member's scholarship, service and effectiveness as a teacher. Higher rank is an honor bestowed upon deserving Faculty for performance and service.
3. The following is the minimum criteria that must be met in order for a Faculty member to be eligible for consideration for higher rank. Following the initial ranking, the Faculty member must serve a minimum of three (3) years in that rank before becoming eligible for the next higher rank and must meet the minimum criteria for the higher ranking. Teaching experience in the field must be attained at an academic institution accredited by an accrediting agency recognized by the U.S. Department of Education. Teaching experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.
  - A. Instructor: Faculty member who has a minimum of an Associate's degree from an accredited institution, with up to three (3) years' professional and/or teaching experience in the field of specialization or the equivalent qualifications.
  - B. Assistant Professor: Faculty member who is on annual contract and who has earned a minimum of a Master's degree from an accredited institution, with satisfactory performance, and a minimum of three (3) years' full-time professional and/or teaching experience in the field of specialization or the equivalent qualifications. All prior evaluations from TSC must be the equivalent of satisfactory or better or meets requirements.
  - C. Associate Professor: Faculty member who is on an annual contract or continuing contract who has earned a minimum of a Master's degree from an accredited institution, and a minimum of three (3) years' full-time professional and/or teaching experience in the field of specialization or the equivalent qualifications, plus a minimum of two (2) years' full-time teaching experience at TSC. All prior evaluations from TSC must be the equivalent of satisfactory or better or meets requirements.
  - D. Professor: Faculty member who is on a continuing contract and who has earned a minimum of a Master's or Doctorate from an accredited institution, a minimum of five (5) years' full-time teaching and/or professional experience in the field of specialization, and/or a minimum of five (5) years' full-time teaching experience at TSC. All prior evaluations from TSC must be the equivalent of satisfactory or better or meets requirements.
4. The following is the minimum criteria that must be met in order for a Librarian to be eligible for consideration for higher rank. Following the initial ranking, the Librarian must serve a minimum of three (3) years in that rank before becoming eligible for the next higher rank and must meet the minimum criteria for the higher ranking. Work experience in the field must be attained at an academic institution accredited by an

accrediting agency recognized by the U.S. Department of Education. Work experience from foreign institutions must be attained at institutions with comparable standards, as determined on a case-by-case basis.

- A. Generalist: Librarian who has earned a minimum of a Master's degree from an accredited institution, with up to three (3) years' of work experience as a Librarian or relevant experience as a paraprofessional or related experience in another profession.
  - B. Assistant Librarian: Librarian who has earned a minimum of a Master's degree from an accredited institution, with satisfactory performance, and a minimum of three (3) years' full-time work experience as a Librarian. All prior evaluations from TSC must be the equivalent of satisfactory or better or meets requirements.
  - C. Associate Librarian: Librarian who has earned a minimum of a Master's degree from an accredited institution, and a minimum of three (3) years' full-time work experience as a Librarian, plus a minimum of two (2) years' full-time work experience at TSC as an Assistant Librarian. All prior evaluations from TSC must be the equivalent of satisfactory or better or meets requirements.
  - D. Librarian: Librarian who has earned a minimum of a Master's or Doctorate from an accredited institution, a minimum of five (5) years' full-time work experience as a Librarian, and/or a minimum of five (5) years' full-time work experience at TSC as an Associate Librarian. All prior evaluations from TSC must be the equivalent of satisfactory or better or meets requirements.
5. To be considered for higher rank, a Faculty member or Librarian must submit to their Dean or supervising Administrator a request along with their professional portfolio. The deadline for filing is December 1<sup>st</sup> for consideration for the following academic year.
  6. The request shall be reviewed by the Human Resources Department to insure that the minimum qualifications for the rank applied for by the Faculty member or Librarian have been met.
  7. Individuals who are Faculty at the inception of this Agreement who believe they are ranked incorrectly may submit a request to the Human Resources Department for review of their rank. Upon verification, the Faculty member's rank will be adjusted to the appropriate rank.

## ARTICLE 13 - WORK RESPONSIBILITIES

1. **Standard Teaching Load.** In Fall and Spring semesters, each full-time Faculty member shall teach a minimum of fifteen (15) contact hours per week per semester concurrent with a nine-month contractual status (Florida Statutes, § 1012.82). In cases where course contact hours taught by a full-time Faculty member in a given semester are not a factor of fifteen (15), Faculty may be required to teach up to eighteen (18) contact hours.

A standard teaching load may include evening assignments, online/hybrid course(s) and/or an independent study course(s). Where the needs of the program permit, the College shall limit evening and weekend assignments to one (1) section per week. However, this clause shall not prevent a Faculty member from accepting additional evening and/or weekend assignments.

The standard teaching load may include all course modalities, with up to fifty percent (50%) being the online modality. Additional online course(s) may be granted with the approval of the Dean. Final approval of additional online courses is at the discretion of the Provost.

Course contact hours will be calculated at a ratio of 1:1 when determining the standard teaching load. Each Faculty member shall normally work a nine-month contract, not to exceed 169 duty days during the Fall and Spring semesters (excluding state approved holidays). This is the standard Faculty contract length.

Faculty in specific health-related programs and other academic programs which require the duties and responsibilities of full-time Faculty members may receive an extended contract if their work assignment is expected to exceed 169 days.

2. **Work Reassignments.** Reassignment is the temporary freeing of a Faculty member from teaching workload responsibilities to accomplish specific duties as required by the College. Reassignments are created and granted at the discretion of the College.

The College may initiate reassignment for a specified beginning and end time, for a clearly defined purpose and to accomplish measurable outcomes. The purposes for reassignment include:

- A. Undertaking duties that are beyond the scope of Faculty's regular work responsibilities; and,
- B. Doing work which is necessary to advance the larger goals and mission of the College which will not otherwise be accomplished through existing personnel working under current job descriptions.

Faculty are under no obligation to accept these assignments.

The College will also grant reassignment for the positions of Program Chair and Lead Faculty to provide Faculty leadership of programs and/or departments within academic divisions.

The maximum reassignments per semester shall not exceed forty percent (40%) of the standard teaching load. Reassignments and any exceptions to the maximum



reassignments requires the approval of the Vice President of Academic Affairs/Provost and appropriate Dean or Director at least sixty (60) days prior to the beginning date of such reassignment.

3. **Faculty Work Hours and Responsibilities.** Faculty have non-teaching duty days that are included in their contract and are identified on the Academic Calendar. Faculty who cannot be available for these non-teaching duty days must submit a leave request form to the appropriate Dean or Director. Faculty will hold student support hours and must be present to perform other non-teaching, instructional duties including, but not limited to, advising students, attending to professional development activities, or participating in other departmental or College activities, even if classes are not held. The standard contract for Librarians is twelve (12) months. The standard contract for Counselors is twelve (12) months.

Faculty members may have teaching assignments both on and off campus, day and evening, and at times, on the weekends. Faculty members are professionals whose jobs require forty (40) or more hours of professional services to the College each week over five (5) consecutive calendar days. Prior to each academic year, full-time Faculty shall develop annual goals with their Deans. These goals shall include all components of the Faculty member's workload responsibilities.

The components of Faculty workload responsibilities include: (a) instructional and student support hours – twenty-five (25) hours per week; (b) professional development – three (3) hours per week (on average); (c) College service – eight (8) hours per week (on average); and, (d) Faculty advising – four (4) hours/per week (on average). As professionals, Faculty are not required to “clock-in” for these duties and it is recognized that these are minimums and that many Faculty devote more time to College activities and responsibilities. All full-time Faculty members are required to maintain a minimum of 25 hours per week physical presence on the campus of TSC unless written approval for an alternative location is provided by the College as outlined in Article 16.

- A. **Instructional and Student Support Hours.** The College shall establish a course schedule which meets the needs of students. Deans, Program Chairs and/or Program Lead Faculty will work with Faculty members to fill scheduling requirements and establish individual schedules which meet the needs of the students. It is the responsibility of the College to assign Faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional formats which meet the needs of students.

Faculty must provide for a total time of at least twenty-five (25) hours in an instructional capacity, being available to and working with students in the classroom, directing lab activities and through student support hours. These hours must be scheduled at times reasonably convenient for students and clearly designated as hours during which Faculty members shall be available for student appointments. Faculty members are to be available to students during classroom contact and on-campus student support hours. Student support hours may be adjusted for assignments during non-traditional academic terms (i.e., less than

sixteen (16) weeks), online/hybrid and clinical courses to meet student needs. Any adjustments must be pre-approved by the Faculty member's Dean.

Student support hours denote regularly scheduled time periods during which Faculty shall be available for one-on-one consultations with students outside of a classroom setting, to provide instructional program related or similar academic assistance to students as needed.

- i. Student support hours shall be scheduled on campus in the Faculty member's office. Faculty members may use a classroom or other appropriate campus locations (e.g., clinical settings). The availability and location of student support hours must be mutually agreed upon and approved by the Dean, and provided in writing to the Faculty member's students and Dean and posted in the College's Learning Management System by the end of the first week of class.
- ii. Each Faculty member shall publish and maintain a total of ten (10) student support hours per week during each semester of the academic year.
  - (a) At least five (5) of these student support hours shall be scheduled in minimum increments of thirty (30) consecutive minutes over a period of not less than five (5) days. Classrooms shall not be the primary location for student support hours. Classrooms may only be used for this purpose if the Faculty member is assigned to that classroom immediately before and after the student support hours, and only if the classroom is not needed for class scheduling.
  - (b) Faculty teaching online classes may schedule one (1) student support hour online for each class taught online. Online student support hours must be scheduled (consistent day and time) and a College approved platform such as Zoom, InSpace, or Teams must be used to conduct the student support hour. The link to the platform must be listed on the teaching schedule and on the syllabus. Faculty should be located on campus for the online student support hour. However, a written request to conduct the student support hour in an alternative location may be requested in accordance with Article 16. In the event the Faculty member's entire program and/or load is comprised of online courses, the Faculty member shall be permitted to schedule a maximum of fifty percent (50%) of student support hours online.
  - (c) Faculty whose instructional assignments include Health Sciences for which clinical or field experiences are required of participating students shall be permitted to schedule a maximum of fifty percent (50%) or five (5) of their required student support hours at the clinical or field site, in addition to their required clinical instruction hours.

- (d) Faculty shall be available to students during normal College business hours and by appointment.
- (e) If Faculty members cannot meet their established student support hours, they must post notice to students within the College's Learning Management System and at their office location. In addition, a copy is to be sent to the Dean confirming student support hours have been cancelled during the week. Any cancellations of student support hours require make-up hours for the student time missed, or the Faculty member must take an equivalent amount of personal leave.
- (f) Due to contact hour variation among disciplines, some Faculty members may be required to teach beyond fifteen (15) contact hours to meet their teaching load. In such cases, Faculty members whose normal teaching load exceeds fifteen (15) contact hours, but who teach less than five (5) classes shall reduce up to five (5) student support hours to compensate for each hour taught over fifteen (15).
- (g) In emergencies or other unusual circumstances, the Vice President of Academic Affairs/Provost or his/her designee may approve exceptions to the published schedules for individual Faculty members.

**B. Professional Development.** Faculty members are expected to remain current in their respective fields to include teaching and learning, and are expected to participate in ongoing professional development on campus and in other venues. College funding for professional development may be available and is not guaranteed. The general guidelines for Faculty professional development are as follows:

- i. Faculty will identify professional development/training needs at the start of each academic year. Since it may not always be possible to identify needs at one particular time of the year, Faculty members are encouraged to notify their Dean as soon as they become aware of professional development/training opportunities to consider.
  - (a) The common deadline for submitting professional development requests shall be established by the Vice President of Academic Affairs/Provost's office each academic year.
  - (b) All travel requests must be submitted for approval at least eight (8) weeks prior to the event when possible. Spend Authorizations shall be submitted within two (2) weeks of approval.
- ii. Professional development funds may be used to promote focused initiatives and help meet the strategic goals and objectives of Academic Affairs and the College. These funds cannot be used for purposes other than expenses associated with professional development activities.

- iii. Full-time Faculty may apply for professional development funds through their Dean. Pre-approval for any professional development activity is required by the Faculty member's Dean and Vice President of Academic Affairs/Provost if appropriate. All travel plans associated with professional development and training opportunities are to be discussed with the Faculty member's Dean prior to submission of any paperwork.
- iv. The Vice President of Academic Affairs/Provost approves all professional development involving out-of-state travel prior to registration for the activity or incurring any travel-related expenses.
- v. The availability and quantity of professional development funds may vary due to limitations in the College budget. Consequently, Faculty members are advised that requests for activities may be partially funded, limited to one (1) activity per year or possibly denied. Professional development opportunities at the Division level will be funded for events that have direct and measurable impact on campus goals/initiatives, strategic objectives and/or student success and completion. Additional cost, beyond that which is approved is the responsibility of the requester.

**C. College Service.**

- i. Faculty shall participate in departmental and College-wide activities including, but not limited to, advising registered student organizations, participating in Faculty In-Service, and participating in College initiatives.
- ii. Faculty shall attend College commencement and/or pinning ceremonies, as appropriate each year.
- iii. Faculty are to perform any other duties required to fulfill their instructional, contractual and/or programmatic obligations as delineated elsewhere in this Agreement.
- iv. Faculty shall commit to continuous improvement of teaching and student support, and will assist the College with programmatic, local, state and federal compliance. Faculty members will encourage students to participate in student evaluations of instruction and review results with the supervising Dean each academic year.

D. **Faculty to Student Engagement.** Faculty will fully participate in the Pathways to Persistence (P2P) process in a diligent and timely manner.

- 4. **Summer Teaching Assignments.** Summer teaching assignments are based upon need. There is no guarantee of teaching assignments during Summer term. To be considered, Faculty must submit a request to the Dean by the published deadline. Faculty Summer teaching assignments shall be awarded to the best qualified candidate based upon several factors including credentials, academic experience, work experience, student success, retention and completion rates.

The maximum contact hours taught during Summer terms shall not exceed fifteen (15) (or two hundred twenty-five (225) clock hours). In addition, Summer teaching shall not exceed ten (10) credit hours for any one (1) Summer session, or four (4) credit hours during the F session. The Provost reserves the right to approve exceeding these limits based on student and/or College needs.

Faculty who are teaching during the Summer sessions shall be required to have two (2) student support hours for each course taught. The requirements of section 3 of this Article, Faculty Work Hours and Responsibilities, apply to student support hours and instructional hours during the Summer term.

5. **Alternate Instructional Modalities.**

A. **Honor Modules.** Faculty must become certified to teach honors courses and honors modules. The certification process consists of Faculty completing approved College workshops and agreeing to participate in ongoing activities. The agenda and length of the certification training will be determined by the Provost in collaboration with UFF-TSC. The following process will be used to select the Faculty:

- i. Only Honors certified faculty may submit a course proposal to the Honors Council.
- ii. The Honors Council will review all proposals and make a recommendation to the Associate Vice President for Academic Affairs.
- iii. The Associate Vice President for Academic Affairs will make the final selection and determine the course release date in consultation with the Dean.

In cases of student and/or programmatic needs, Faculty may be selected by the Associate Vice President for Academic Affairs in consultation with the Dean. The Associate Vice President for Academic Affairs' decision is final.

Honors courses contact hours will be calculated at a ratio of 1:1 when determining the standard teaching load.

B. **Directed Independent Study (DIS).** To support student progression and completion, Faculty may be requested and/or selected to teach a course as DIS aligned with their academic preparation and other variables to include but not limited to student success rates, retention and availability. The Provost shall have final approval.

6. **Meeting Course Load Requirements.** At times, Faculty members may not be able to meet their course load requirements. When Faculty do not meet course load obligations, the Dean may: (a) create a course load plan comprised of approved work equivalent to the course(s)/contact hours needed for the Faculty member to make his/her load; (b) extend the course load obligation to the next semester, if feasible and appropriate; (c) assign Faculty to teach course(s) in another discipline or area of need, if qualified; or, (d) recommend elimination of the position pursuant to a reduction in force. The Dean will document course load amendments on Course Load Revision Form which shall be

provided to the Vice President of Academic Affairs/Provost for approval.

7. **Additional Teaching Faculty Responsibilities.**

- A. **Attendance.** To comply with Federal Financial Aid requirements, attendance will be taken during the first two (2) weeks of class, after the sixty percent (60%) point in the term for a duration of one (1) week, and during the final week of class. The specific date ranges that correspond with these times will be provided by the Director of Financial Aid for each term and session and communicated to Faculty. Daily attendance may be maintained at the discretion of the Faculty member or at the direction of the Faculty member's Dean.

For online classes, the following U.S. Department of Education Guidelines for academic attendance shall be used:

- i. An academic assignment submission may be counted as attending.
- ii. Taking an examination, interactive tutorial, or a computer-based instruction may be counted as attending.
- iii. Participating in an online discussion that is academically-related may be counted as attending.
- iv. Interacting online with Faculty about subject matter or to ask course-related questions may be counted as attending.

- B. **Student Grades and Academic Progress.** Faculty shall keep students informed of their academic progress on a regular basis throughout the term or academic session.

Faculty shall post within the Learning Management System student grades at three (3) critical points during Fall and Spring semesters:

- i. By the fourth (4<sup>th</sup>) week of the term;
- ii. At mid-term. For students making below a "C" at this time, Faculty shall advise the student and/or refer the student to appropriate College resources; and,
- iii. Prior to the official withdrawal date for the course.

Faculty teaching during Summer term will post mid-term grades for each student per the timelines of that session.

Faculty are prohibited from publicly posting student names, student identification numbers and grades with respect to performance or conduct in a course.

Faculty must retain records of final grades and last date of attendance for withdrawn students for a minimum of three (3) years. Faculty are required to keep the final examination papers on file for one (1) year.

Faculty are required to offer final examinations and or final projects to all credit students (except those taking course work for audit) during the scheduled final examination period.

- C. **Faculty Withdrawal of Students.** Faculty members may recommend to the Dean the administrative withdrawal of student(s) based on excessive absences as published and defined in the Faculty member's syllabus. Administrative withdrawals must be applied fairly and equally to all students in a Faculty member's class. An administrative withdrawal may be recommended by the Faculty member until the official deadline for withdrawal each semester or session. Administrative withdrawals shall be reviewed by the Dean and may be approved.
8. **Extra Teaching Assignments.** Extra teaching assignments are not guaranteed and shall be granted at the discretion of the College. This additional teaching assignment is beyond the Faculty member's base contractual teaching load and is not granted until the teaching workload and workweek obligations, as defined in sections 1 and 3 of this Article, are met. Faculty will be compensated according to Article 23 Wages of this Agreement. An extra teaching assignment requires two (2) additional student support hours per week.

Extra teaching assignments within a discipline shall be assigned by the Dean. In making assignments, the Dean shall consider the best qualified candidate based upon several factors including credentials, academic experience, work experience, student success, retention and completion rates in determining whether to approve assignments.

Any Faculty member who desires an extra teaching assignment should submit a written request (email shall suffice) to the Dean during the development of the course schedule or sixty (60) days in advance of class start. All extra teaching assignment requests are subject to approval of the Vice President of Academic Affairs/Provost.

Librarians and Counselors are eligible to teach as an adjunct at the extra assignment rate if they are qualified for the teaching assignment and provided that the teaching assignment does not interfere with the Librarian's or Counselor's regular duties.

9. **Final Exam Week.** Faculty members are to be accessible and responsive to students to support their academic success and progression. As such, Faculty are expected to be available to students during final exam week. Faculty may adjust their student support hours during this week to ensure availability to students and support end of semester grading requirements as follows:
- A. Faculty are to post student support hours for final exam week at their office location and in the College's Learning Management System.
  - B. Faculty are to post a minimum of ten (10) student support hours over a three (3) day period during final exam week for the Fall and Spring semesters.
  - C. During Summer semesters, Faculty members are to post two (2) student support hours for each course taught. Specific hours will be determined in consultation with the Dean to meet student needs.

- D. Out of office responses are not to be posted until the contractual period is complete.
  - E. Fifty (50%) percent of the student support hours conducted during final exam week may be conducted at an alternative location according to Section 3.
10. **Librarians and Counselors.** Librarians and Counselors shall adhere to a minimum of a forty (40) hour work week scheduled as appropriate in accordance with the contract length approved by the Board of Trustees.
- A. **Librarians (40 hours per week).** Full-time Librarians shall work forty (40) hours per week on College activities. Up to five (5) hours per week may be used for College service/professional development, as approved by the appropriate Administrator. Professional activities in which Librarians participate during the remaining hours will be determined during conferences with the appropriate Administrator and evaluated annually. Work schedules, goals, special projects and events shall be developed by the Librarian in collaboration with and approved by the supervising Administrator to ensure that adequate coverage is provided to meet student needs. Librarians may teach classes when approved by the Provost.
    - i. The primary responsibilities of a Librarian include but are not limited to library science/information, literacy curriculum and maintaining the professional integrity of content, collections and services of academic libraries.
    - ii. Librarians are responsible for providing instruction and general student assistance in the use of print and online library resources as well as in the creation of new tools to enhance access to information to promote information literacy. Instruction includes, but is not limited to, reference desk assistance, seminars, workshops, online tutorials, portions of College-sponsored conferences or in-service opportunities as assigned by the supervising Administrator. Services will often be required at the reference desk, by phone or email and through in-person consultation.
    - iii. Scheduled duties as assigned by the appropriate supervising Administrator are priority, and any changes must be approved by the supervising Administrator.
    - iv. Librarians are eligible to teach extra course teaching assignments if they are qualified for the teaching assignment and provided that the teaching assignment does not interfere with the Librarian's regular duties. All teaching assignments including, but not limited to, embedded teaching assignments and credit courses are reviewed with and approved by the supervising Administrator.
    - v. Librarians are responsible for ensuring library services are provided to meet the needs of students.
    - vi. Librarians must participate in learning experiences by providing group and individual instruction outside of class in support of the curriculum and



co-curriculum, assessing the impact thereof and evaluating services.

- B. Counselors (40 hours per week).** Full-time Counselors shall work forty (40) hours per week on College activities. Up to five (5) hours per week may be used for College service/professional development, as approved by the appropriate Administrator. Professional activities in which Counselors participate during the remaining hours will be determined during conferences with the appropriate Administrator and evaluated annually. Annual schedules shall be developed by the Counselor in collaboration with and approved by the appropriate Administrator to ensure that adequate coverage is provided to meet student needs. Counselors may teach classes when approved by the Provost.
- i. The primary responsibility of Counselors is to engage in activities directly related to counseling. To comply with all applicable accrediting agencies, each Counselor must satisfy the minimum certification requirements established by those agencies.
  - ii. Counselors may teach all or part of a course as part of their contractual duties. Such teaching assignments and/or preparation shall not interfere with the scheduling of any of the Counselor's professional duties as assigned by the supervising Administrator.

## **ARTICLE 14 - MASTER AND INSTRUCTIONAL SYLLABI**

1. The Master Syllabus serves as an official record for a course and facilitates transfer to other institutions. It establishes the course content, learning outcomes and provides curriculum consistency across all sections of a course. A current master course syllabus is maintained for each course offered by the College. Copies of this master syllabus are maintained electronically in each respective academic division office and reviewed by the Office of Academic Affairs.
2. The master syllabus provides the requirements that must be followed by all Faculty who teach the course. As a permanent record, the master syllabus serves as the official document for what was covered in the course, at what level, scope and depth, and credit. The master course syllabi for all College courses shall be reviewed and updated by April 15 of each academic year, and more frequently as needed in each division/department. Program Chairs or Lead Faculty will ensure the master syllabi are reviewed and current.
3. All full-time department Faculty members are responsible to meet with the Program Chair or Lead Faculty to provide the needed input to develop and/or update the master syllabi. In cases where there is a single department member, that Faculty member shall be the responsible party. Program Chairs or Lead Faculty shall post master syllabi as directed for the Dean to review and Adjunct Faculty distribution. Divisions shall maintain electronic copies.
4. The master syllabus must contain the following information:
  - A. The title and reference number of the course;
  - B. The name(s) of the Faculty member(s) who prepared the syllabus and the date of preparation or revision;
  - C. The catalog description of the course including number of credits; prerequisites and/or co-requisites; total number of contact hours in lecture, laboratory, clinic or number of clock hours (PSAV); and credit type (college, postsecondary, AS, developmental);
  - D. Identification of courses that satisfy state communication and computation requirements and/or the computer proficiency graduation requirement;
  - E. The current textbook(s) and software utilized, including author, title and publisher;
  - F. A list of teaching aids and devices both suggested for teacher use as well as required for student purchase and use (e.g. safety goggles, art supplies, cameras, dental instruments);
  - G. General Education Learning Outcomes (if applicable);
  - H. Program Learning Outcomes (if applicable);
  - I. Student learning outcomes and associated assessment method(s);
  - J. The course outline which identifies the content to be covered and/or pacing

- chart to facilitate course pace and assure required content is covered;
- K. A list of references or source materials;
  - L. Factors common to all sections which are required for evaluating and assessing student learning/grading students. Minimum number of acceptable assessments and types;
  - M. Information about the final exam/activity, and any departmental policies regarding grading scale in determining final grade;
  - N. TSC's Equal Access/Equal Opportunity Statement; and,
  - O. Additional information required for the course by the Florida Department of Education or the College. This may include a background check, medical clearance, required certifications, etc.
5. By the end of the first day of a semester or session, all Faculty members shall develop and distribute to students and post in the College's Learning Management System a course syllabus for each class they are teaching.

## ARTICLE 15 - ADDITIONAL PROFESSIONAL OBLIGATIONS

1. A full-time Faculty member's responsibilities shall include, but not be limited to, the following activities, on or off campus: classroom periods; student support periods; standing and ad hoc committee/council meetings; Faculty advising; student conferences; course coordination, development of master syllabi; outcomes assessment and review; student evaluations; student reports; examination periods; preparation of federal, state, and local reports; intercampus and intra-campus communications; Faculty meetings; departmental meetings; accreditation reporting; grants development; community-related clubs or organizations which require the direction of a Faculty person; guest-speaking to organizations and/or educational institutions within the district served by the College; travel time to and from off-campus sites; classroom preparation; continued professional study in one's discipline (after such study and its relationship to the discipline is established and approved by the supervisor); preparation of instructional materials; adjunct coaching; program planning; ordering audio-visual programs; curriculum coordination, review, revision and improvement; textbook evaluation and selection and reporting; and other professional activities.
2. All full-time Faculty members:
  - A. Will participate with other Faculty colleagues in their respective academic disciplines in order to develop, revise and implement courses or programs as needed;
  - B. Will fulfill instructional obligations such as preparing for classes, grading papers, tests and other required student assignments;
  - C. Will evaluate textbooks and Open Educational Resources as necessary;
  - D. Will maintain professional competence;
  - E. Will participate in College-wide programs or initiatives designed collaboratively by the Faculty and College for the purposes of identifying, assisting, and encouraging at-risk students to attain their educational goals;
  - F. Will attend academic curriculum meetings scheduled by the Program Chair or Administration, unless the Faculty member is on approved leave or has a verifiable appointment, assignment or commitment which cannot be rescheduled by the Faculty member without undue personal effort and/or personal expense;
  - G. Will attend all required, scheduled campus meetings, standing committee meetings, campus or division-wide meetings and those area meetings convened by a Dean or Program Chair pertaining to College matters, unless on approved leave or with authorization from his immediate Supervising Administrator. The College will utilize all reasonable communication efforts to provide the Faculty member with sufficient notice prior to scheduled meetings. The College recognizes that regularly scheduled class assignments that may interfere with the Faculty member's attendance may constitute authorized leave from attending such meetings. On designated in-service/administrative days, all full-time Faculty

members will engage solely in professional activities that are approved in advance by the College;

- H. Will participate in College-approved committees and/or councils, community groups, statewide curriculum committees, and professional organizations. This includes committees, assessments and activities determined to be necessary for the attainment of programmatic and regional accreditation. The President, in his sole discretion, may create and abolish committees whenever he deems it advisable. The composition of any such committee shall be in the sole discretion of the President;
  - I. Will periodically establish goals and provide self-assessments to the appropriate Dean as part of their periodic evaluation process; and
  - J. Will attend graduation and/or pinning ceremonies unless properly excused by their Dean or the Vice President of Academic Affairs/Provost. The College will make arrangements to have proper regalia available to each Faculty member. The College is not responsible for replacement regalia.
3. More specific information regarding the above-listed items may be in other Articles of this Agreement like Work Responsibilities or Faculty Evaluation.
  4. The College may utilize scheduling variations and delivery formats to meet the needs of students, which may include such variations between one-week courses, up to 16-week courses, or any similar scheduling variations in any term.
  5. It is understood that all College Faculty, as a general rule, are to be required to provide assurances, on a regular basis, of fulfillment of employment responsibilities.
  6. The College will collaborate with Faculty members to establish a regular range of dates and times for classroom or online class observations so as to minimize any disruptions to the teaching and learning processes. The College reserves the right to observe any class at any time.

## ARTICLE 16 - DISTANCE EDUCATION

Distance education facilitates access to education and provides a path to completion of academic and career objectives for college students and community members. Recognizing this, Faculty shall be expected to participate in teaching in alternate formats and master the skill of successfully teaching online. The College seeks to provide: (a) the community with programs which increase access to educational services; (b) students with intellectually stimulating courses which have a standard commensurate with those taught via successfully established delivery modalities; and (c) Faculty with opportunities to develop programs/courses and delivery systems. Last, the College and Faculty agree to work jointly to protect the integrity of TSC programs and course offerings.

1. **Distance Education.** Distance education is a teaching modality whereby all or the majority of instruction and student interaction occurs via electronic media or equivalent mechanisms with the Faculty and students physically separated from each other. This includes courses that are fully online as well as hybrid, flipped, computer based courses and other alternate delivery methods.
2. **Course Development.**
  - A. Course development is recognized as either 1) creating a new online course, 2) converting an existing online course to the appropriate TSC online or Quality Matters format, or (3) significant redesign of an existing online course.
  - B. The Academic Dean will initiate the process for online course development. Online offerings are based on student need and are offered at the sole discretion of the College.
  - C. Textbooks should be the same for online courses as face-to-face. Textbook decisions for online courses follow the same procedures outlined in Article 17 of this Agreement.
  - D. An online course is the property of the College, and as such will be held in repository for other qualified Faculty to utilize.
3. **Class Size.** Determination of class size for online classes is at the discretion of the College.
4. **Faculty Responsibilities.**
  - A. **Online Course Shells.** Each section of every course at the College will have an online course shell pre-built. All Faculty are expected to utilize the course shell to facilitate timely feedback and communication with students. Canvas shells must have a home page that contains the following items: Instructor Name, Contact Information, Student Support Hours and the Link to Student Support Hours Location (office location or College approved platform such as Zoom, InSpace or Teams), Course Name and Number, Course Welcome, and the Getting Started Link that directs students to the modules. Canvas shells must have modules that contain course content.

- B. Online Teaching Assignments.** Assignments to teach an online course shall be voluntary. Assignments may be initiated by the Dean or at the Faculty member's request. Additionally, verification of the Faculty member's online certification/training, and/or demonstrated proficiency in online instruction as well as student engagement, success and course retention rates in current courses shall be reviewed prior to assigning Faculty members an online course(s).
- i. The Faculty member who developed the original course shall be given primary consideration to develop and teach the online course contingent upon satisfactory evaluation by the Dean. However, the College has the right to seek other qualified Faculty members or entities to develop and teach the course(s).
  - ii. The College has the right to use and/or modify through established procedures the online learning materials developed under by a Faculty member for instructional, educational, or administrative purposes.
  - iii. Prior to the development of an online course, the College and the participating Faculty member(s) shall agree on the extent and type of technical support needed and all required professional development that must be successfully completed.
  - iv. The College reserves the right to enter or monitor Faculty course shells at any time and for any reason.
  - v. Faculty agree to maintain currency in teaching and learning pedagogy and technologies that facilitate student engagement, and success in an online environment.
  - vi. Due to the speed of technological change in our society, the College and the Faculty should expect to engage in ongoing discussions and training regarding online learning issues, contractual and otherwise.
  - vii. The College shall determine which courses will be offered online, and reserves the right to schedule online and/or any alternate delivery courses to best serve student needs.
5. **Evaluation of Online Faculty.** The College shall evaluate Faculty members involved in online instruction using College-approved evaluation instruments suited for this delivery modality. The College shall grant course access to the supervising Dean at the onset of instruction.
- A. The Dean may enter an online course at any time to assess instructional quality.
  - B. Continued online teaching assignments are contingent upon but not limited to student completion rates, success rates, and student course evaluation information.
  - C. All College online courses shall be evaluated by the Dean per the following timeframe:
    - i. First semester of the launch of a new course.

- ii. Every two (2) years for existing courses, or if circumstances warrant, sooner and with greater frequency.

**6. Online Course Requirements.** Regular and substantive interaction (RSI) is the distinguishing feature of distance education versus correspondence courses and informs the amount of financial aid for which a student is eligible according to the United States Department of Education. Regular substantive interactions are interactions that are scheduled and on a predictable basis. Every RSI activity has these three distinctions:

- RSI is initiated by the instructor
- RSI is frequent and consistent
- RSI is focused on the course content

All online asynchronous courses must meet the following requirements.

Substantive interactions engage students in teaching, learning and assessment relevant to the subject matter, and must include at least two of the following actions. Activities that will meet the requirement for each action will be approved by the Vice President for Academic Affairs/Provost upon recommendation by the appropriate Academic Dean for Faculty teaching distance education courses.

Substantive interaction includes the following actions:

- Provide direct instruction;
- Assessing or providing feedback on a student's coursework;
- Providing information or responding to questions about the content of a course or competency;
- Facilitating a group discussion regarding the content of a course or competency;
- Other instructional activities approved by the institution's or program's accrediting agency.

Faculty must use the College's learning management system and other College supported technologies. Using third-party software (including textbook software) that is not accessible by the College will not meet the RSI requirement.

**7. Location of Faculty teaching online classes (asynchronous and synchronous) (standard teaching load and extra class assignments)**

The instructional hours and student learning hours for online classes (asynchronous and synchronous) within the standard teaching load and as extra teaching assignments may be requested to be conducted virtually at alternative locations including locations off-campus. Faculty must be highly engaged with their students during the online



instructional hours. Highly engaged activities include, but are not limited to, the following:

- Faculty must respond to any student questions or concerns within 24 business hours, Monday through Friday, 8 a.m. to 5 p.m., and shall receive the same response from Administrators.
- Faculty must be available in Microsoft Teams, Zoom, or InSpace with cameras on when contacted by the College during business hours (8 am to 5 pm) within 30 minutes of the outreach during instructional class time as listed on the teaching schedule.

Faculty must make a written request and be approved each semester to conduct instructional hours and student support hours virtually at alternative locations, including locations off-campus. An approved request may be rescinded at any time.

## ARTICLE 17 - TEXTBOOK SELECTION

The selection of textbooks and supplementary materials to be used are the responsibility of the full-time Faculty member and shall be determined per College guidelines. The parties agree that student access to affordable high-quality textbooks and course materials is critical to the academic success of students and consistent with applicable law. The Faculty and the College are committed to the on-going development of appropriate policies, procedures and standards for the selection of textbooks and course materials to maximize student success, access and affordability.

The College recognizes the financial impact that the cost of textbooks has upon students. Faculty shall make every effort to help control student costs by seeking the most economical options, and utilizing all required texts. In addition, Faculty shall use the following considerations when selecting texts (FAC 6A-14.092):

- Is the textbook part of a bundle? If the textbook is bundled with supplemental materials, will all components of the bundle be used?
- Is the text a new edition? Is the old edition available?
- If the old edition is available, to what extent is the new edition different and more valuable for instructional purposes?
- Were open access textbooks or alternate digital options considered during the selection process?
- Are student learning outcomes being met?

Textbooks to be used for a College credit course shall be selected by each Faculty member from a list of textbooks and/or Open Educational Resources agreed upon by the department's Faculty. The list of textbooks shall be developed by the respective departments and shall be reviewed by the Dean and approved by the Associate Vice President for Academic Affairs. In the interests of students, academic departments shall agree upon texts to be used College-wide (which is inclusive of College centers and other instructional sites). A Faculty member shall not require a student to purchase any course materials that are not College approved per the process stated herein.

1. **Textbook Selection Process.** The textbook selection process shall include:
  - A. Faculty within each department shall select one main textbook to be used in each course (including those taught by part-time Faculty). Faculty who have published textbooks may not use their own text unless it is approved by the majority of Faculty within the department as the main text and the text has followed the same vetting process as other textbook selections.
  - B. Faculty within each department shall meet and discuss textbook selections and provide written documentation addressing all the considerations listed above and on the Textbook Affordability Form. This is required for any initial adoption of a text or new edition of a text that is currently in use as well as for any textbook review. The forms must be completed and submitted to the Dean for signature by

the dates identified in paragraph D below. Deans or designees will upload completed forms to the Academic Affairs portal.

- C. Textbook selections shall be made by majority vote of eligible department Faculty participating in the textbook selection process. All full-time Faculty who are qualified to teach the course shall be included in the voting in each department. The Program Chair will be provided the opportunity to have input regarding the textbooks being considered.
- D. Textbooks must be selected and approved by February 15<sup>th</sup> for Summer and Fall. Textbooks must be selected and approved by October 1<sup>st</sup> for Spring.
- E. All textbook adoptions must be reviewed every three (3) full calendar years by using the textbook affordability form.
- F. Approved textbook adoptions shall remain in effect for three (3) full calendar years. Only in exceptional cases will permission to discontinue a text be granted at an earlier date. Such permission must be granted by the appropriate Associate Vice President for Academic Affairs upon recommendation of the Dean.
- G. As early as feasible, but no less than forty-five (45) days prior to the first day of class for each term, the College shall post a list of each textbook required for each course offered during the upcoming term. Faculty may not add required textbooks after the Web posting, except as provided by statute.
- H. If the course is part of a sequence of courses that would normally use the same text, the College may establish a Faculty committee to select such textbooks. When circumstances occur that warrant a committee reconsideration of a textbook selection, the Dean may make an exception to the minimum three (3) year requirement. Faculty members shall establish College-wide standardization of textbooks. Any exceptions shall be approved by the Provost prior to use.
- I. Consumable (workbook) texts may be selected with an approved justification by the Associate Vice President for Academic Affairs. The selection must be reviewed and supported by the appropriate campus or division textbook selection committee, and must be assessed annually.
- J. Custom texts may be used, but may not conflict with efforts to standardize text in general education or sequential courses. In addition, the following criteria must be met:
  - i. The custom text must be significantly less expensive (minimum of (25%) less) than the campus or division committee's selection.
  - ii. The text covers the approved course objectives and competencies.
  - iii. The course is regularly taught by the Faculty member(s)/department recommending selection.
  - iv. The maximum number of custom texts allowed for a single campus or departmental course is one (1). Exceptions must be approved by the Associate Vice President for Academic Affairs.

- v. A custom text must be adopted for a minimum of three (3) years.
  - K. All textbook selections and posting timelines shall comply with applicable state statutes, and are subject to administrative review and Vice President of Academic Affairs/Provost approval at any point during the selection process.
  - L. Faculty must use all adopted textbooks and supplemental materials required for students to purchase. Usage of required text shall be monitored each semester by division Deans. Failure to use required texts shall result in corrective action. Repeated non-use may result in failure to attain continuing contractual status.
2. **Prohibited and Allowed Conduct.** Faculty may not demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of value, present or promised, in exchange for requiring students to purchase a specific textbook for coursework or instruction.

Faculty may receive:

- A. Sample copies, instructor copies, or instructional materials. These materials may not be sold for any type of compensation if they are specifically marked as free samples not for resale.
- B. Royalties or other compensation from sales of textbooks that include the instructor's own writing or work.
- C. Honoraria for academic peer review of course materials.
- D. Fees associated with activities such as reviewing, critiquing, or preparing support materials for textbooks pursuant to guidelines adopted by the Florida Board of Education or the Board of Governors.
- E. Training in the use of course materials and learning technologies.

## ARTICLE 18 - INTERDIVISION TRANSFERS

1. The College reserves the right to transfer Faculty at any time to other teaching positions based on institutional need. The College will notify impacted Faculty and respective Dean(s) a minimum of thirty (30) days prior to transfer.
2. The College will also allow Faculty to request academic division transfers once during a Faculty member's career, unless deemed necessary by the institution. Faculty may only make a request for available positions. Transfers will only be considered for Fall semester. Once position openings are finalized, the Vice President of Academic Affairs/Provost will post full-time Faculty openings for review. Faculty desiring to transfer to another academic division must notify their Dean and the Vice President of Academic Affairs/Provost in writing (email will suffice) within ten (10) calendar days from the posting. Thereafter, the Faculty member must apply for any available positions for which they are qualified.
  - A. Faculty must make a formal request by completing the Request for Transfer form and must receive their Dean's approval. Faculty may request a transfer to another academic division if they are qualified and meet the following criteria:
    - i. Have been employed at the College for five (5) years and have achieved continuing contract status.
    - ii. Have satisfactory performance including student success, retention and completion rates.
    - iii. Have satisfactory performance teaching in the discipline they are requesting to transfer.
    - iv. Have received approval from the current Dean.
  - B. The Faculty member will be vetted (which includes review of past evaluations by the Dean, and other relevant information) which may include an interview and teaching demonstration by the incoming department. A final recommendation will be made to the Vice President of Academic Affairs/Provost. The Vice President of Academic Affairs/Provost will consider all information prior to making a final decision.
3. The College reserves the right to require Faculty at any time to teach in other disciplines for which they are qualified based upon institutional need. Faculty may also request to teach in another discipline for which they are academically qualified and officially credentialed. Any such request must be made to the Dean during the schedule drafting process. Faculty must have satisfactory performance in their current teaching assignment, as well as acceptable student success, retention and completion rates. The Dean will make the decision and placement of the Faculty member based on student and division needs. All assignments are subject to approval of the Vice President of Academic Affairs/Provost.

## ARTICLE 19 - THE TEACHING AND SERVICE ENVIRONMENT

1. **Office Assignments.** The College shall provide office space to every full-time Faculty member, subject to future facilities management needs and appropriate funding.
2. **Assault, Battery, Threats, and Safety.** The College and the Union join in deploring any form of conduct within the College environment which involves a danger or threat of bodily harm to any person, and express their willingness and mutual desire during the term of this Agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault (physical or verbal), battery, or threat of bodily harm upon a Faculty member shall be reported to the College Police Department immediately. Student violations of the Student Code of Conduct, including classroom disruptions will be investigated and acted upon in accordance with Board Policy 5200, Student Code of Conduct.
3. **Class Disruption.** A Faculty member may dismiss a student from a particular meeting of a particular class if the student is so disrupting the class as to make it impossible for the Faculty member to serve the remaining members of the class effectively. The Faculty member shall, as soon as practicable following the end of the class meeting in which the action was taken, report the matter to their immediate supervisor. The Faculty member shall also report the matter to the Office of Judicial Affairs, who shall act upon the complaint and report the result of the investigation to the Faculty member as soon as possible. Student violations of the Student Code of Conduct, including classroom disruptions, will be investigated and acted upon in accordance with Board Policy 5200, Student Code of Conduct.

## **ARTICLE 20 - CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT**

1. **Family Members.** In order to protect both Faculty members and students from real or apparent conflicts of interest, students will avoid enrolling in classes taught by their spouse, domestic partner, parent or immediate family member. However, in small departments or specialized programs or courses, this avoidance may not always be possible. In any case in which a Faculty member plans to teach a class in which a related person is enrolled, the Faculty member shall seek approval from the Provost prior to the class start date.
  - A. Should the Provost agree that alternatives have been exhausted and an exception is warranted, another member of the department shall be asked to oversee evaluation of the student. The purpose of this oversight is to protect both the Faculty member and student from the appearance of bias and to maintain the integrity of the academic experience. Such oversight shall include reviewing the work of the student being evaluated and comparable work by one or more other students in the class.
  - B. Faculty members are not to serve as the main academic adviser to a student who is a spouse, domestic partner, parent or other related person. Likewise, Faculty members are not to work one-on-one with related students (for example, in situations such as an honors thesis, independent study, practicum, mentoring, or an internship). Any exceptions to this policy must similarly be requested of the Provost in advance.
  
2. **Outside Employment.** The primary responsibility of Faculty is the full and competent performance of all assigned duties. The College and the public have a right to expect sufficient dedication of time, energy, and talents to accomplish the requirements of each position. At the same time, the College recognizes the value to its Faculty, to the College, and to the community of the many types of external experiences. Such activities may enhance the professional competency of the individual and bring credit to the College as well. Faculty may engage in outside employment or self-employment that does not:
  - A. Result in any conflict of interest between the outside employment activity and the College;
  - B. Inhibit the Faculty member's performance of duties and responsibilities at the College; or,
  - C. Interfere with the College's core hours of operation, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Requests for outside employment must be submitted to the Dean prior to employment. If the employment is an ongoing activity, it must be submitted annually by September 1<sup>st</sup> of each year. Such requests must include the employer, dates of employment, hours of employment, position title and brief description of job duties. It is the responsibility of the Dean to review the submission for conflicts or concerns and to raise any concerns to the Vice President of Academic Affairs/Provost. The President or his/her designee shall

review all requests for outside employment. If approved by the President or his/her designee, the recommendation shall be forwarded to the Board for review and approval



## ARTICLE 21 - FACULTY EVALUATION

1. **Purpose of Evaluation.** The assessment and evaluation of Faculty will be conducted utilizing a variety of criteria relating to professional competence and commitment of the Faculty member to the College. The purposes of evaluation are to:
  - A. Promote the highest quality instruction (teaching and learning);
  - B. Encourage the highest quality performance by Faculty;
  - C. Encourage professional growth and development of Faculty;
  - D. Review the effectiveness of instruction and service to students and use the results to continuously improve instruction and service to students;
  - E. Evaluate Faculty job performance;
  - F. Promote communication and provide feedback about job performance; and
  - G. Establish performance goals and expectations.
  
2. **E-Portfolio.** Annual and continuing contract Faculty will maintain a professional e-portfolio that shall include a factual description of the Faculty member's teaching, College service, Faculty advising and professional development strengths and accomplishments. It will include empirical evidence and a self-assessment of criteria including, but not limited to, effective classroom instruction, feedback from students and employers, curriculum review and relevancy, service and support of College policies and procedures, and assessment of student learning. The complete listing of criteria is found at section 4.E. of Article 11. The e-portfolio will include supporting documentation of the measures described below, as appropriate to the position and responsibilities of the Faculty.
  - A. The e-portfolio **MUST** contain information about each of the following:
    - i. Teaching philosophy;
    - ii. Statement of teaching responsibilities, and any approved reassigned and/or release duties;
    - iii. Curricular revisions;
    - iv. Documented teaching improvement activities;
    - v. Instructional innovations; and
    - vi. Each of the criteria i. through x. found in Article 11, section 34.E.
  - B. The e-portfolio **MAY** contain:
    - i. Teaching honors and other recognitions; and
    - ii. Samples of student achievements and outstanding accomplishments in or beyond the classroom.

3. **Faculty on annual contract.** Faculty on annual contract will be formally evaluated by the immediate Dean or Director each year prior to recommendation for annual contract renewal. Annual contract Faculty shall be made aware of the time and day during which such evaluations will occur. Faculty being considered for moving from annual to continuing contract shall present a professional e-portfolio for review and assessment by the Dean.
4. **Faculty on continuing contract.** Each Faculty member on a continuing contract shall be observed by the Dean or Director as necessary, but at least once every two (2) years. The Dean's evaluation narrative shall be included as part of the annual review in any year in which an evaluation is conducted.
5. **Faculty Evaluation Process.** The Faculty Evaluation shall include the Faculty member's: (a) self-evaluation; (b) classroom observation(s); (c) student evaluations of instruction; and, (d) Dean's evaluation and narrative.
  - A. Self-evaluations will be a substantive element of the annual review process. Faculty are asked to evaluate their professional performance using the criteria set forth in Article 11, section 4.E.
  - B. Classroom observation(s) are required each year for annual contract Faculty in the first five (5) years of their employment and bi-annually thereafter. Classroom observations by the Dean shall be part of the evaluation process. These observations shall occur when the Faculty member is performing regular duties and shall be a minimum of thirty (30) minutes. The Dean shall set the time and date of the classroom observation associated with the evaluation process and will provide the Faculty member with at least one week's notice. Classroom observations may also be made at other times of the academic year and outside of the evaluation process when determined necessary by the Dean or Director.
  - C. When a classroom observation is requested by the Faculty member, the Faculty member and Dean shall determine a mutually agreed upon date. In every case, results of the observation shall be written in the evaluation and provided to the Faculty member.
  - D. Each teaching Faculty member shall be evaluated each semester by his/her students, and the results will be discussed with the Faculty member by the Faculty member's Dean or Director. The summary of these results will be distributed to the Faculty member in a timely manner.
  - E. The Dean or Director shall evaluate each Faculty member per the guidelines, quantitative measures and factors stated in section 4.E., Article 11. The Dean or Director shall provide a summative for each Faculty member evaluated based on these criteria. The Dean or Director shall also provide an overall evaluation of "meets requirements" or "needs improvement."

6. **Final Performance Evaluation.** The process shall be as follows:
  - A. The Dean or Director will hold an evaluation conference with the Faculty member to discuss the completed evaluation including identification of deficiencies and suggestions for improvement.
  - B. The Faculty member shall have ten (10) working days to review and respond in writing to any comments placed in the evaluation. At the end of this ten (10) working day period, the Faculty member shall sign his/her evaluation acknowledging that he/she has had the opportunity to discuss the evaluation with the evaluator and to respond to the materials presented and any appended comments.
  - C. The evaluation will then be submitted to the next ranking supervisor for review, comments and signature.
  - D. If the next ranking supervisor adds comments, the Faculty member shall have ten (10) working days to review and respond to the additional comments if they choose. Thereafter, the evaluation will be forwarded to Human Resources who will provide the Faculty member a copy of the completed evaluation.
  - E. If the next ranking supervisor does not add any comments, the evaluation will be forwarded to Human Resources who will provide the Faculty member a copy of the completed evaluation.
7. **Performance Improvement Plans.** The Dean or Director shall assist the Faculty member in correcting any performance deficiencies reflected in the Faculty member's evaluation, and/or by prescribing a Professional Improvement Plan (PIP) if deficiencies are noted for overall performance. A Faculty member on continuing contract whose annual review indicates any area of concern related to Faculty responsibilities or evaluation criteria shall develop a PIP to address that concern in the following year. The PIP shall be developed and written by the Dean and approved by the Provost. It shall include specific performance objectives and timelines designed to assist the Faculty in meeting the stated expectations.

If the next annual review indicates the objectives have not been addressed, a post-award evaluation will be required. This evaluation will be in addition to the regularly scheduled five (5) year post-award evaluation. Additionally, the supervisor may require a post-award evaluation if intermittent concerns occur between five (5) year post-award evaluations.
8. **False Information in the Evaluation.** Any false information in the evaluation shall be removed and shall not be considered as part of the evaluation.
9. **Faculty Qualified to Teach in More than One Discipline.** Faculty may be qualified to teach in more than one (1) discipline in the College. When more than one (1) division is involved, the Faculty member will be assigned to one (1) division as the "home" division and that Dean or Director will assume responsibility for the evaluation/assessment of the Faculty member. The secondary supervisor will provide input to the "home" division Dean or Director.

10. **Grievance of Evaluations.** The Faculty member may file a grievance alleging contract violations over the evaluation process, but may not file a grievance about the rating or content of the evaluation, with the exception of a false statement. Any such grievance shall be filed at Step 1 of the grievance process within ten (10) working days of receipt of the final evaluation from Human Resources.

## ARTICLE 23 - WAGES

1. **Contract Period.** Teaching faculty are granted a nine-month contract. Library and counseling faculty are granted a twelve-month contract.
2. **Starting Salary.** A Faculty member's starting salary shall be based on the position for which they are hired, years of experience and academic credential as verified by Human Resources.

Effective upon ratification of this Agreement, the starting salaries for non-healthcare Faculty on a nine-month contract are as follows:

<b>STARTING SALARY</b>						
Academic Credentials	Less than 1 year of Experience	1 Year of Experience	2 Years of Experience	3 Years of Experience	4 Years of Experience	5 or More Years of Experience
Doctorate	\$53,303.80	\$54,050.16	\$54,796.53	\$55,542.93	\$56,289.27	\$57,035.64
Masters	\$50,054.64	\$50,755.40	\$51,456.16	\$52,156.93	\$52,857.69	\$53,558.45
Bachelors	47,663.20	\$48,330.39	\$48,997.59	\$49,664.78	\$50,331.98	\$50,999.18
Associate Degree and program specific credentials	\$46,051.92	\$46,328.35	\$46,604.76	\$46,881.18	\$47,157.59	\$47,434.02

Effective upon ratification of this Agreement, the starting salaries for healthcare Faculty on a nine-month contract are as follows:

<b>STARTING SALARY</b>						
Academic Credentials	Less than 1 year of Experience	1 Year of Experience	2 Years of Experience	3 Years of Experience	4 Years of Experience	5 or More Years of Experience
Doctorate	\$63,964.56	\$64,860.20	\$65,755.84	\$66,651.53	\$67,547.13	\$68,442.76
Masters	\$60,065.56	\$60,906.48	\$61,747.40	\$62,588.31	\$63,429.23	\$64,270.14
Bachelors	\$57,195.84	\$57,996.47	\$58,797.11	\$59,597.74	\$60,398.37	\$61,199.01
Associate Degree and program specific credentials	\$55,262.32	\$55,594.02	\$55,925.72	\$56,257.42	\$56,589.11	\$56,953.88

Effective upon ratification of this Agreement, the starting salaries for Librarians and counselors on a twelve-month contract are as follows:

STARTING SALARY						
Academic Credentials	Less than 1 year of Experience	1 Year of Experience	2 Years of Experience	3 Years of Experience	4 Years of Experience	5 or More Years of Experience
Doctorate	\$55,213.70	\$55,986.92	\$56,760.15	\$57,533.37	\$58,305.44	\$59,078.67
Masters	\$52,088.40	\$52,817.64	\$53,546.88	\$54,276.11	\$55,005.35	\$55,734.59

Additional consideration may be necessary for positions that are determined “hard-to-fill” due to market conditions, in cases where specialized credentials or experience are required, or other reasons. These situations will be determined based on an analysis conducted by Human Resources. Upon completion of the analysis, salary adjustments will be effective the beginning of the month succeeding the analysis. Under these circumstances, the Provost in consultation with Human Resources is authorized to offer additional compensation of up to thirty percent (30%) of the starting salary, as outlined in the table above. Such compensation may be a one-time payment, a temporary increase, or an increase to the base salary at the College’s discretion. The College will provide the Union with notice when such a situation occurs and will provide the Union with the analysis within two (2) weeks of its completion.

The President may authorize greater than thirty percent (30%) for “hard to fill” positions based upon justification and appropriate recommendations of the Provost and Human Resources Director. Justifications may include, but are not limited to, new academic programs and current programs where student learning or program viability is affected due to difficult to fill assignments.

3. **Salary Adjustments.**

Faculty shall receive a 4% increase to their base salary upon ratification of this Agreement by both parties.

Adjustments may be made for existing positions due to market conditions or in cases where specialized credentials or experience are required. This determination will be based on the same analysis conducted by Human Resources for new hires. The College is authorized to increase compensation of existing positions as needed and in accordance with this analysis. Such compensation may be a one-time payment, a temporary increase, or an increase to the base salary at the College’s discretion. The College will provide the Union with notice when such a situation occurs and will provide the Union with the analysis within two (2) weeks of its completion.

4. **Salary Incentive Supplements.** All salary supplements are subject to all applicable taxes and withholdings.

- A. **Student Success Supplement.** If the Florida Legislature appropriates performance-based funding to the College, all eligible Faculty will receive a non-recurring incentive supplement based on improvement in the College’s overall completion rate. The supplement cannot exceed the state performance allocation to the College. To be eligible for the student success supplement, a Faculty member must have completed one (1) full academic year at TSC as a regular, full-time Faculty member and be employed and in good standing at the time of payment.

Faculty members will receive a non-recurring percentage supplement calculated from their base salary at the time of payment for the achievement of every half (1/2) of one (1) percentage point increase in the completion rate, starting at 1%. The amount will be adjusted as shown in the table below.

Example:

Completion Rate Increase	Salary Supplement
1.0 %	0.5 %
1.1 - 1.5 %	0.75 %
1.6 – 2.0 %	1.0 %
2.1 - 2.5 %	1.25 %
2.6 – 3.0 %	1.5 %

This supplement will be determined from data provided by TSC’s Office of Institutional Effectiveness based on Integrated Postsecondary Education Data System (IPEDS) methodology (percent of credit students that complete their degree program within 150% of the normal time to degree). Again, this supplement is contingent on the performance-based funding appropriated by the Florida Legislature to the College.

5. **Compensation for Supplemental Assignments.** Supplemental assignments are beyond the faculty members regular work responsibilities, as outlined in Article 13, Work Responsibilities.

Payroll periods for supplemental pay shall correspond to regular pay dates during the period the supplemental work is performed. Supplemental pay assignments may be continued, revised, added or deleted as work duties specified by these assignments are relevant to institutional needs.

- A. **Extra Teaching Assignment.** If eligible for an extra course teaching assignment pursuant to Article 13, Work Responsibilities, it shall be compensated according to the tables below. In healthcare programs, lecture classes will be paid at the appropriate credit or equivalent contact hour rate (“clock/contact hour rate”). Clinical and healthcare labs will be paid at the clock hour rate.

<b>Fall and Spring Extra Teaching Assignment and Summer Teaching Assignments</b>		
<b>Academic Credential</b>	<b>Credit Hour Rate</b>	<b>Clock/Contact Hour Rate</b>
Doctorate	\$1,100	\$24.45
Masters	\$1,000	\$22.22
Bachelors	\$900	\$20.00
Associate Degree and program specific credentials	\$750	\$17.00

<b>Extra Teaching Assignment in Clinical Settings</b>	
<b>Academic Credential</b>	<b>Clock Hour Rate</b>
Doctorate	\$83
Masters	\$76
Bachelors	\$70
Associate Degree and program specific credentials	\$60

- B. **Program Chair.** Program Chairs will be determined annually by the Provost. Program Chairs shall receive a \$2,000.00 stipend for each of the Fall, Spring and Summer semesters, if assigned, and their duties may extend beyond their contractual duty days. Total reassigned time shall not exceed forty percent (40%) of the regular contracted teaching load. Summer assignments as a Program Chair are dependent on institutional need.
- C. **Non-teaching Pay Assignments.** For Faculty members who provide leadership in a non-teaching capacity, and exceed their College Service requirements. Faculty must complete all obligations as set forth in Article 13, section 3., Work Responsibilities (e.g., instructional and student support hours, professional development, College service, and Faculty advising), before they will be eligible to receive a Salary Supplement for a Non-Teaching Pay Assignment. The salary supplements are as follows:

<b>Non-teaching Pay Assignments</b>	
New Course Development	\$1,250



Academic Enrichment	\$2,500 per semester
Faculty Enrichment	\$1,250 per semester
Open Educational Resource Development	\$7,500 per course

The Addendum at the end of this Article entitled Non-Teaching Pay Assignments provides a listing of existing non-teaching pay assignments.

- D. **Directed Independent Study (DIS) and Continuing Education.** Full-time Faculty members who teach directed individual study (DIS) methods beyond their regular contracted teaching load shall be compensated per student per credit hour according to the table below. Classes with sixteen (16) or more students will be paid at the standard class rate.

Directed Independent Study (DIS) allows students to take regular TSC courses on an individual or small group basis. It is intended to be used in exceptional circumstances, such as taking a course required for graduation during a term when the course is not offered as a scheduled class. It must adhere to the same standards, competencies and content as the regularly scheduled class. DIS is a mode of instruction where the student assumes the major responsibility for completing the independent study with guidance of the instructor. The instructor is expected to meet weekly at a scheduled time (minimum of 50 minutes per week) with the student(s) to discuss new content, review previously discussed content, and provide assignments and student experiences. The instructor is also expected to maintain student support hours in addition to the weekly scheduled meeting time.

Full-time Faculty members who teach continuing education classes that are aligned with their academic preparation and are beyond their regular contracted teaching load shall be compensated per student per credit hour according to the table below. Clock hour load shall be compensated per student according to the clock hour rate in the table below.

<b>Directed Independent Study and Continuing Education</b>		
<b>Academic Credential</b>	<b>Credit Hour Rate</b>	<b>Clock Hour Rate</b>
Doctorate	\$73	\$35.04
Masters	\$66	\$31.68
Bachelors	\$60	\$28.80
Associate Degree and program specific credentials	\$50	\$24.00

- E. **Honors Module.** Full-time Faculty members who teach honors modules beyond their regular contracted teaching load shall be compensated \$250 for the first student and \$50 for each additional student. Classes with sixteen (16) or more students will be paid at the standard class rate.
  - F. **Pay Supplements Based on Class Size.** There will be no pay supplements based on the size of the class other than those identified for Directed Independent Study or Honors Modules, as listed in sections 5.D. and 5.E. above. The College maintains its management right to establish class sizes.
6. **Substitute Pay.** Substituting for another full-time Faculty member in their absence is considered a professional courtesy, but must be pre-approved by the appropriate Dean. Full-time Faculty may only receive supplemental pay for substituting for another Faculty member if the time required exceeds two (2) consecutive class periods and requires instruction, including preparation or student meetings. If these factors apply, the Faculty member shall be compensated in accordance with the tables below.

<b>Substitute Pay</b>		
<b>Academic Credential</b>	<b>Credit Hour Rate</b>	<b>Clinical Hour Rate</b>
Doctorate	\$27	\$40
Masters	\$25	\$36
Bachelors	\$23	\$28
Associate Degree and program specific credentials	\$21	\$25

7. **Increase Pay for Additional Educational Degree Attainment.** Faculty who complete additional educational attainment above what is the minimum degree required for the Faculty member’s position may be eligible for an increase in base salary.

To be eligible, Faculty must have “meets requirements” on their most recent evaluation, and the additional educational attainment must meet at least one (1) of the following criteria:

- A. Graduate degree from an accredited college or university in the assigned teaching field, subject to prior approval at department level and by the Vice President of Academic Affairs/Provost.
- B. Graduate degree from an accredited college or university in related fields, subject to prior approval at department level and by the Vice President of Academic Affairs/Provost.

Official transcripts must be furnished to the Office of the Vice President of Academic Affairs/Provost. A two percent (2%) pay increase to the base salary will be effective upon verification. Such pay increases will not be retroactive.

The salary increase shall be effective the first month following receipt of the official transcript by Human Resources. It is the employee's responsibility to obtain and submit the official transcript to Human Resources. Credit for educational attainment shall be granted only when an official transcript reflecting the degree is received in Human Resources. The processing of the increase will be effective with the pay period following receipt of the required documentation by Human Resources.

8. **Certifications and Graduate Course Attainment.** The College may pay for certain professional licenses, certifications, or additional graduate course(s) beyond a Faculty member's existing professional degrees when the following criteria are met:
  - A. Earning and maintaining a professional license or certification directly related to, required for, or specifically recognized in a Faculty member's teaching area or field of expertise, subject to prior approval at the department level and by the Vice President of Academic Affairs/Provost.
  - B. Attaining up to eighteen (18) graduate hours above a Faculty member's existing graduate degree in order to teach in another discipline, per SACSCOC standards, and as deemed necessary by the College and pre-approved by the Vice President of Academic Affairs/Provost.
  - C. The Faculty member agrees in writing to remain employed by the College for one (1) academic year following completion of the professional license, certification or additional graduate courses. The Faculty member must also agree in writing that if he or she does not remain employed by the College for one (1) academic year following completion of the professional license, certification or additional graduate courses, that the Faculty member will repay the College for the cost of attaining the professional license, certification or additional graduate courses.

No pay raise is associated with the attainment of professional licenses or certifications or additional graduate hours above the Faculty member's existing graduate degree, except for additional educational degree attainment pursuant to section 7 of this Article.

9. **Pay Dates.** All faculty shall be paid on a monthly basis. Pay dates for all employees shall be the last College business day (Monday - Friday) of each month, unless otherwise established by the Vice President of Administrative Services and Chief Business Officer. The College will publish and distribute information relating to the pay dates for each of the terms within each semester.

**ADDENDUM TO ARTICLE 23 - NON-TEACHING PAY ASSIGNMENTS**

<b>Course Development</b>	<b>Academic Enrichment</b>	<b>Faculty Enrichment</b>
Creation of a fully online or hybrid format	Eyrie	Faculty Coordinator – Service Learning
Preparing courses that have never been offered at TSC for appropriate delivery mode	Theatre	Faculty Coordinator – African Drum & Dance Ensemble
Creation of a Lab Manual	Model UN	Faculty Coordinator – FYE
New Curriculum Development	Honors	Faculty Coordinator – Council Leadership
OER Creation (not using existing resources)	Forensics Debate Coaching	Faculty Coordinator – Adjunct Facilitation (ATALS, AFAP)
	Talon	Faculty Coordinator – New Faculty Seminar or Orientation Facilitation
	Model UN	Faculty Coordinator -- TSC Online; CPE
	Phi Theta Kappa	Student Peer Tutoring Coordination
	Global Gateway	Training Coordination (Development and Delivery)
	Brain Bowl	
	QEP	

## ARTICLE 24 - BENEFITS

1. **Participation on College-wide Committee.** The Union may submit the names of fifteen (15) individuals to the Vice President of Academic Affairs/Provost for inclusion on any College-wide committee to review benefits. The College will guarantee the selection of at least two (2) of the individuals submitted by the Union.
2. **Insurance Benefits.** Board policy sets forth insurance benefits for employees. Faculty members shall be entitled to receive the same types of insurance, including the same scope and level of benefits and coverage for Health and Major Medical Insurance and Life Insurance as that provided to full-time, Classified Staff of the College. For the remainder of the plan year that began on January 1, 2024, Faculty members will contribute a portion of health insurance premiums as follows:

HMO	
Employee	12.00%
Employee + Dependent	18.00%
Employee + Family	25.00%
PPO	
Employee	15.00%
Employee + Dependent	25.00%
Employee + Family	35.00%

For the plan year beginning January 1, 2025, the College is required to and will participate in the State Group Health Insurance Plan. Health insurance plan offerings and premiums, including College and employee contributions, are determined by the State.

3. **Life Insurance.** The College shall provide life insurance in the amount equal to two times the base salary for the annual contract of the Faculty member up to a maximum coverage amount of \$200,000. Faculty may purchase, at their expense, additional coverage as offered by the carrier; up to \$250,000 in life insurance on their spouse; and up to \$10,000 on their children from age 14 days to 26 years. Payroll deductions shall be used for the payment of any insurance premiums not covered by the College's contribution.
4. **Supplemental Insurance Plans.** Faculty members shall be entitled to participate in any supplemental insurance plans authorized by the College. In addition, as a participant in the State Group Health Insurance Plan, employees of the College will be eligible for participation in any supplemental insurance plans provided by the State.
5. **Tuition Reimbursement.** Faculty members and their families are eligible to receive tuition waivers for college classes in accordance with Board Policy 2520 Professional Development and Tuition Waivers. Faculty members are also eligible to receive tuition reimbursement for non-TSC courses in accordance with Board Policy 2420, Employee Benefits and Privileges.

6. **Tuition Reimbursement for Nursing Faculty.** Due to the shortage of credentialed Nursing Faculty, the College will provide tuition reimbursement for graduate level courses required for a related Master's or Doctorate Degree, up to six credit hours each semester, for Department of Nursing Faculty. Those seeking reimbursement must follow the procedures in Board Policy 2520 Professional Development and Tuition Waivers and the related Procedure.
7. **Employee Assistance Program.** The College shall provide an Employee Assistance Program in which one or more consultations for a medical, mental, family, financial, or substance abuse problem shall be provided. Notice of availability of the program, including an explanation of services offered, will be provided by the Human Resources Department to all Faculty no less than once annually.
8. **Retirement Plans and Tax-Sheltered Annuities.** As employees of the College, Faculty members may participate in either the Florida Retirement System Pension Plan, or its Investment Plan. Faculty may also participate in the Community College Optional Retirement Plan in lieu of membership in the Florida Retirement System. Faculty also have the option to contribute on a voluntary basis to a 457b and/or a ROTH 403b deferred compensation options.
9. **Faculty Use of Facilities.** Faculty are eligible to use athletic facilities, the Library, Learning Resource Centers, and wellness programs. Faculty may rent certain facilities at a reduced rate.
10. **Parking.** Faculty are provided with parking at no cost.
11. **Annual Leave.** Pursuant to Board Policy 2425 Employee Attendance and Leave, teaching Faculty do not receive annual leave; Librarians do receive annual leave.
12. **Sick Leave.** Faculty members are provided with sick leave, as set forth in Board Policy 2425 Employee Attendance and Leave. Payment for unused sick leave upon separation from employment is set forth in Board Policy 2715, Separation Pay. Faculty members are eligible for participation in the College's Sick Leave Pool, as set forth in Board Policy 2430 Sick Leave Pool.
13. **Personal Leave.** Personal leave for Faculty is set forth in Board Policy 2425 Employee Attendance and Leave.
14. **Leave of Absence without Pay.** Leave of Absence without Pay for Faculty is set forth in Board Policy 2425 Employee Attendance and Leave. This policy also covers the continuance of benefits while on leave without pay.
15. **Administrative Leave.** Administrative leave for Faculty is set forth in Board Policy 2425 Employee Attendance and Leave.
16. **Military Leave.** Military leave for Faculty is set forth in Board Policy 2425 Employee Attendance and Leave. The College will comply with all state and federal laws regarding military leave.
17. **Family Medical Leave.** Family Medical Leave for Faculty is set forth in Board Policy 2430.01, Family Medical Leave Act.

18. **Domestic Violence Leave.** Domestic Violence Leave for Faculty is set forth in Section 741.313, Florida Statutes.

**Referenced Leave Policies.** The College's leave policies that are cited in this Article are incorporated by reference. Any proposed modification to the College's leave policies must first be bargained with UFF-TSC. Any alleged violation of the policies referenced in this Article are subject to Article 8, Grievance and Arbitration.

## ARTICLE 25 - INTELLECTUAL PROPERTY

The College creates and supports an intellectual environment in which College employees are free to create and collaborate in the development of scholarly and creative works, educational materials, and other intellectual property. Such development activities increase professional knowledge, provide creative models for students, and bring recognition to the individuals and the College.

1. **Materials subject to copyright and patent.** In general, the materials subject to copyright and patent shall be divided for discussion purposes into the following major categories:
  - A. Books, study guides, television scripts, articles, lectures, artistic works, logos, graphic designs, musical arrangements and compositions, dramatic compositions, tests and other relevant materials which are usually covered by copyright laws.
  - B. Technological materials such as computer programs, computer-controlled multimedia including videodiscs, CD ROMS, etc., and television related materials, such as educational materials and video programs developed and released through cable television, open broadcast television, videocassette and the like, all of which are normally covered by copyright laws.
  - C. Scientific products and discoveries, which are usually subject to patent as opposed to copyright laws.
  - D. All materials covered by this Article shall be interpreted under one of the above categories.
2. **Determination of Rights.** To determine the disposition of rights to copyrightable materials and patents developed by Faculty, such rights shall be interpreted within the framework of the categories listed below:
  - A. **Individual Effort.** Right to copyrightable materials or patents that are generated as a result of individual initiative and not as a specific College assignment shall reside solely with the author or inventor. This includes materials generated with the incidental use of College facilities and/or resources.
  - B. **College Assisted Individual Effort.** When the College provides support of an individual effort resulting in copyrightable materials or patents by contributing Faculty time, facilities and/or other College resources, the College is entitled to certain rights and privileges as listed below.
    - i. The College shall be granted a royalty-free license to make full use of all products and processes so developed pursuant to this section.
    - ii. The College shall recover all costs, supported by detailed records on time and materials.
    - iii. Generally, copyrights and patents shall be held in the name of the College Faculty member concerned, but agreements between the Faculty member



and the College may create other rights and responsibilities, including joint ownership.

- C. **College Initiated and Supported Efforts.** Ownership of copyrightable material or a patent relating to materials or processes identified above, developed as a result of specific assignment by the College or arising out of the duties for which the individual was specifically employed by the College, shall reside with the College. Under special circumstances, the College may share royalty income with the author or inventor upon recommendation by the College and approval by the Board of Trustees.
- D. **Sponsor Supported Efforts.** Faculty who produce copyrightable material or a patent under sponsor-supported projects shall be governed by the specific terms and conditions of the applicable sponsorship contract. Faculty are responsible for determining, in advance, the terms of sponsorship and executing a Copyright/Patent Royalty Agreement with the sponsor.

3. **Disclosure.**

- A. Upon the creation of a work and prior to any publication, the faculty member shall disclose to the Provost any work made in the course of College-supported efforts, together with an outline of the project and the conditions under which it was done. The Provost shall assess the relative equities of the faculty member and the College in the work.
- B. If practicable, within sixty (60) days, but in no case later than ninety (90) days, after such disclosure, the Provost will inform the faculty member whether the College seeks an interest in the work. A written agreement shall thereafter be executed in accordance with this article. Creation, use, and revision of such works, as well as provisions relating to the use or revision of such works by persons other than the author, shall also be the subject of the written agreement between the faculty member and the College as well as provisions relating to the use or revision of such works by persons other than the author. The faculty member shall assist the College in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the College has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring entities.
- C. The faculty member and the College shall not commit any act which would tend to defeat the College's or faculty member's interest in the work and shall take any necessary steps to protect such interests.

4. **Royalty Income.** Royalty income from copyrighted materials and patents shall be distributed as listed below.

- A. **Individual Effort.** Income derived from materials and patents produced from the individual initiative of College Faculty, as defined above, shall accrue solely to the author or inventor.
  - B. **College Assisted Individual Effort.** Income derived from individual efforts which are complemented by College time, facilities and/or resources, as defined above, shall accrue solely to the author or inventor. However, repayment to the College must be made by the individual(s) concerned, as outlined above, which also outlines the other rights of the College in these cases. In these cases, royalties shall be shared with the College and a written agreement that specifies the sharing of royalties shall be executed and approved by all parties prior to the approval of the use of College time, facilities and/or resources.
  - C. **College Initiated and Supported Efforts.** When copyrighted material or a patent is generated by a specific College assignment or as a result of labors for which the individual was employed, for any matters covered under the above information, the College shall be the sole recipient of all income derived therefrom. In specific instances, where an exceptional individual-initiative product results, and only after College recommendation and approval by the Board of Trustees, portions of income derived therefrom may be shared between the College and the author or inventor. Such efforts shall be determined on a case-by-case basis.
  - D. **Sponsor Supported Efforts.** Income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. Income derived from copyrighted materials or patents shall be disbursed in accordance with stated College policies when the contract or grant document is silent as to disbursement of royalties or times of value.
5. **Dispute Resolution.** Disputes between the author(s) of a work and the College are grievable in accordance with Article 8 Grievance Procedure.

## **ARTICLE 26 - STUDY ABROAD OR DOMESTIC TRAVEL COURSES**

1. Study abroad and domestic travel courses must be supported by the Dean, applied for via the Global Education Council, and approved by the Provost. Travel must occur during non-teaching periods during the semester or session the course is offered (i.e., Spring break, mid-semester, Summer, as appropriate).
2. Study abroad and domestic student travel courses shall be held to the same enrollment requirements as other courses offered by the College. The Provost shall determine when and if a course shall be offered and/or cancelled.
3. Study abroad and domestic travel courses may be taught as part of the Faculty member's regular teaching load or as an extra teaching assignment at the compensation rates established in Article 23 Wages. Faculty expenses shall be reimbursed in accordance with College policy and if approved by the Provost. No additional compensation will be granted to the Faculty member.

## ARTICLE 27 - DISCIPLINE

Faculty shall be subject to discipline according to the nature and severity of the offense, for conduct that violates reasonable standards of conduct which include, but are not limited to, the following:

1. Incompetence, negligence or inefficiency in the performance of duty;
2. Conviction of a criminal offense or of a misdemeanor involving moral turpitude;
3. Violation or disobedience of any regulation, order or directive;
4. Insubordination toward supervisors;
5. Violation of any of the College's Policies or Procedures, including the Civility and Mutual Respect policy;
6. Engaging in discrimination or harassment based upon any legally protected status;
7. Attempting to induce any officer or employee of the College to commit an act in violation of any of the College's Policies or Procedures;
8. Excessive absences, tardiness or abuse of leave privileges;
9. Reporting for work under the influence or being at work under the influence of alcohol or illegal or controlled substances. Being in possession of alcohol or illegal or controlled substances during working hours and/or the sale or use of same during working hours and/or on College property;
10. Theft, misplacement, or misuse of equipment, material, property or money of the College, the public, or of other employees;
11. Falsification of official documents;
12. Failure to report for duty after a leave of absence has expired;
13. Unauthorized release of confidential information;
14. Violating safety rules or accepted safe practices;
15. Possession of weapons or firearms during working hours and/or on College property at any time; and
16. Conduct, whether on or off the job, that adversely affects the employee's ability to either appear at work or to perform assigned responsibilities in a proper and usual manner; or conduct that adversely affects the ability of the College to carry out its assigned mission.

A written oral warning and written reprimand may be appealed in writing to the Provost or his/her designee whose decision is final. The employee may submit a written rebuttal to the College's final decision. Such rebuttal shall be part of the employee's personnel file.

The appeal process for a suspension or dismissal is addressed in Article 8 Grievance and Arbitration Procedure.

Before suspension or dismissal of a Faculty member during the term of an annual contract, suspension or dismissal of an individual with a continuing contract or return of an individual with continuing contract to an annual contract, the College shall provide the employee with a written notice of intent to suspend or dismiss the individual or return the individual to annual contract and provide an option for a predetermination conference. Employees shall be given written notice of the proposed action at least ten (10) work days prior to the date the action is to be taken. Within five (5) work days of receipt of the written notice, the individual may submit a written request for a predetermination conference in order to make an oral or written statement or both to the College to refute or explain the charges made against the employee. The predetermination conference shall be held by the President or a designated representative. If after the predetermination conference it is decided that the individual shall be suspended, dismissed or returned to annual contract, the employee shall be so notified and the decision shall go to the Board of Trustees for approval. Upon approval by the Board of Trustees, the employee shall have the right to appeal the decision pursuant to the provisions of paragraphs 15 and 16 of Article 8 Grievance and Arbitration Procedure.

## ARTICLE 28 - REDUCTION IN FORCE

A reduction in force may require the separation, involuntary demotion or reassignment of employees covered by this bargaining unit. The decision to reduce the work force of employees covered by this bargaining unit cannot be grieved under Article 8, Grievance and Arbitration Procedure.

Personnel who are to be laid-off will be identified and notified as soon as possible. A minimum of two (2) weeks' notice shall be required.

1. **Reduction in Force Criteria.** The following criteria will be utilized in the event that it becomes necessary to reduce personnel:
  - A. The needs of the College community;
  - B. Employee's Faculty rank, years in rank, and years at the College as a full-time Faculty member within the bargaining unit, and the highest in-field degree/credential;
  - C. Employee performance as determined by existing evaluations and their student success rates in comparable courses (considering subject, modality and semester);
  - D. Educational qualifications and/or expertise in assigned position(s); and
  - E. Relevant work experience.

The College will establish the layoff unit, including but not limited to department, program, campuses, disciplines, and sub-disciplines.

An individual whose position has been eliminated may be offered immediate placement into a vacancy for which the individual is equally qualified in another department or program. In the event such an offer of reemployment is not accepted, the employee shall receive no further consideration for reemployment pursuant to this Policy.

2. **Employment Recall.**
  - A. A recall list shall be valid for two (2) years.
  - B. All persons on the recall list should regularly review the posted College position vacancy announcements. Should a vacancy occur at the College, the employee must apply to receive consideration.
  - C. Any offer of reemployment pursuant to a reduction in force must be accepted within fifteen (15) days of the date of the offer. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration for reemployment pursuant to the recall provisions set forth in this Policy.
  - D. An employee who held a continuing/permanent status appointment on the date of termination by reason of layoff shall resume the continuing/permanent status appointment upon recall.
  - E. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

## **ARTICLE 29 - SEVERABILITY AND PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS**

1. Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).
2. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor agreement.

**ARTICLE 30 - DURATION**

This Agreement shall become effective July 1, 2024, or upon ratification by the Parties, whichever is later, and shall remain in effect until June 30, 2025.

This Agreement was ratified by the UFF-TSC on \_\_\_\_\_

This Agreement was ratified by the Board on \_\_\_\_\_

**UNITED FACULTY OF FLORIDA**

**THE DISTRICT BOARD OF TRUSTEES  
OF TALLAHASSEE STATE COLLEGE**

\_\_\_\_\_  
Martin Balinsky  
President

\_\_\_\_\_  
Jim Murdaugh, Ph.D.  
President

\_\_\_\_\_  
Julie Baroody  
Chief Negotiator

\_\_\_\_\_  
Karen Moore  
Chair, Board of Trustees

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Heather Mitchell  
Vice President for Institutional Advancement and Executive Director of the TSC  
Foundation

**SUBJECT:** TSC Foundation Update

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**Item Description**

The following is an update of the events planned and initiatives & activities undertaken by the TSC Foundation.

**Overview and Background**

Attached is a report of funds raised by the TSC Foundation to date for the current fiscal year. The report includes a summary of total funds received, giving summary by designated area, number of donors, and number of gifts.

The Foundation would also like to extend an invitation to DBOT members to the following events:

- October 24 – President’s Circle Reception, 5:30 – 7:00 pm
- November 6 – Donor Scholarship Recipient Luncheon – 12:15 – 1:15 pm, Student Union Ballroom
- November 14 – Donuts with Donors, 8:00 – 9:00 am, Ghazvini Center for Healthcare Education
- December 12 – TSC Foundation Holiday Hob Nob, 6:00 – 8:00 pm, Private Home

**Past Actions by the Board**

The District Board of Trustees receives a Foundation update at every Board Meeting.

**Funding/ Financial Implications**

There are no Funding/Financial implications arising from this standard monthly report.

**Recommended Action**

Presented as an information item only.

# TCC Foundation - Financial Update FY 24-25

## April 1, 2024 - October 7, 2024

		YTD 22/23	YTD 23/24	YTD 24/25
<b>TCC Foundation</b>	<b>Total Received</b>	<b>\$1,414,449.12</b>	<b>\$697,619.20</b>	<b>\$748,915.58</b>
	Facility Support	\$127,451.13	\$126,859.36	\$8,715.40
	Program Support	\$579,763.27	\$127,640.78	\$159,262.18
	Scholarship Support	\$464,676.47	\$330,993.48	\$407,133.65
	Unrestricted Support	\$242,558.25	\$112,125.58	\$173,804.35
	<b>Net Assets</b>	<b>\$18,235,785</b>	<b>\$20,591,037</b>	<b>\$25,976,064</b>

		YTD 22/23	YTD 23/24	YTD 24/25
<b>TCC Foundation</b>	Number of Donors	573	416	494
	Number of Gifts	1727	1558	1872

		YTD 22/23	YTD 23/24	YTD 24/25
<b>TCC Foundation</b>	<b>Total Received for Alumni</b>	<b>\$109,524</b>	<b>\$47,995</b>	<b>\$34,576</b>
	Number of Donors	83	88	72
	Number of Gifts	368	397	368

		YTD 22/23	YTD 23/24	YTD 24/25
<b>\$</b>	Cash	\$1,414,449.12	\$683,714.20	\$748,915.58
	Gifts in Kind	\$0.00	\$13,905.00	\$0.00
	Total Raised - Pledges Received	\$671,815.21	\$80,239.27	\$53,867.14
	Planned Gifts Confirmed	2	3	1
	Planned Gift Amount	\$50,000.00	\$0.00	\$1,000,000.00
	Grants Applied For			29
	Grants Received			\$10,348,452
	Pledges Expected by March 31, 2025			\$64,971.68

*The Foundation's Fiscal Year is April - March*

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Heather Mitchell  
Vice President for Institutional Advancement and Executive Director of the TSC  
Foundation

**SUBJECT:** TSC Foundation – Naming

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**Item Description**

The following is a request for the TSC District Board of Trustees to approve naming a space on campus.

**Overview and Background**

Per TCC policies, naming for any space on TSC's campus must be approved by the District Board of Trustees.

**Past Actions by the Board**

Naming opportunity must be presented to the TSC District Board of Trustees for a vote of acceptance by the College.

**Funding/ Financial Implications**

There are no Funding/Financial implications arising from naming of this space.

**Recommended Action**

Approve naming as presented.



## MEMORANDUM

**TO:** Dr. Jim Murdaugh, President, Tallahassee State College  
**FROM:** Heather Mitchell, Vice President for Resource Development  
Executive Director, TSC Foundation  
**DATE:** October 21, 2024  
**RE:** Naming of Spaces and Classrooms on TSC Main Campus

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The Foundation would like to request your approval to name the following classrooms to honor investments made by donors to support the FIRST CLASS Project – a project that provides funds for classroom renovations. We have consulted with each donor and suggest the following to the President of Tallahassee Community College and the TSC District Board of Trustees for the naming:

CH 234	Drs. Russ & Cheri Rainey
SM 129	Rogers Gunter Vaughn
SM 211	Chet & Foy Winsor

The Foundation would also like to request your approval to name the Softball Field House the Barbara Judd Softball Field House.

Barbara Byers Judd (91) passed away on February 26, 2022. She and husband Ted moved to Tallahassee in 1990, having chosen a town that had "good sports, good theatre, interesting politics and 4 seasons, none of which was winter". They both touched the lives of so many people (and animals) through their generosity of time, money and spirit. Barbara, a proud Yankee from Connecticut, earned degrees from Boston University and American University and was a professional journal editor and writer in Washington. Barbara was a co-founder of the Democratic Club of North Florida and member of the Leon County Democratic Executive Committee. She had a wall filled with awards of appreciation for outstanding service from the many organizations she served – including the prestigious Silver Star Award from the Tallahassee Senior Center Foundation. Barbara was a world traveler, circling the globe more than once.

Barbara loved TSC – especially our arts programs and our sports. She was a donor to the TSC Foundation, establishing a Theater Scholarship and supporting the renovation of a Theater Classroom. At her passing, she left the Foundation funds to support our athletics program. To honor this gift, we would like to name the Softball Field House in her honor.

October 21, 2024

**MEMORANDUM**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Calandra Stringer, Ph.D.  
Vice President and Provost

**SUBJECT:** Additional Dual Enrollment Articulation Agreement with the Private School

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**Item Description**

This item presents an additional dual enrollment articulation agreement between the College and a private school in TSC's service area.

**Overview and Background**

Florida Statute 1007.271(24), states that postsecondary institutions must enter into dual enrollment articulation agreements with qualified private secondary schools in its geographic service area seeking to offer dual enrollment courses to its students. TSC has worked with the local private schools that have requested access to dual enrollment for their students. These agreements parallel the agreements made with public school boards. TSC proposes an additional private school agreement with Savary Academy.

**Funding/ Financial Implications**

Dual enrollment students pay no tuition, fees, lab, or online course fees. Per the 1009.30, F.S. and Rule 6A-20.0282, Florida Administrative Code (F.A.C.), Dual Enrollment Scholarship Program, private schools will not be invoiced for the 2024-25 academic year. TSC will submit reimbursement requests to the Florida Department of Education during the fall and spring semesters. The school districts are responsible for the cost of the instructor if the course is taught at the high school site by a TSC instructor.

**Past Actions by the Board**

The Board has approved the agreements annually.

**Recommended Action**

Approve the Additional Dual Enrollment Articulation Agreement with the Private School.

# 2024 – 2025 Dual Enrollment Articulation Agreement

## Savary Academy and Tallahassee State College

### Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee State College, hereinafter referred to as TSC, and the District School Board of Savary Academy, hereinafter referred to as the School Board. The term of this agreement shall commence upon signing and shall end July 31, 2025.

The local Articulation Committee shall consist of the following: Committee members from the School Board will be appointed by the Superintendent of the School Board or designee. Committee members from TSC will be appointed by the President of TSC or designee.

Either party may cancel this Agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This Agreement may be amended only by written communication signed by the Superintendent of the District School Board of Savary Academy and the President of Tallahassee State College.

### I. A ratification or modification of all existing articulation agreements

This agreement replaces any existing agreement with TSC and the School Board regarding the Dual Enrollment Articulation Agreement existing as of the start of the term set forth above.

### II. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through educational planning and guidance process. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on TSC's Dual Enrollment website.

It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

### III. A delineation of courses and programs available to students eligible to participate in dual enrollment

Section 1007.271(1), Florida Statutes, establishes that "the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high

school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

Students enrolled as dual enrollment, early admission, or career dual enrollment shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as dual enrollment, early admission, and career dual enrollment, will be eligible to participate in both high school and college activities as appropriate including graduation and other extracurricular activities. Participation in all college activities must be approved by the Vice President for Student Affairs.

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available upon request. Eligible courses may be taken in any format that TSC offers them unless otherwise specified in the agreement.

College courses are offered on the main campus, high school campuses, and through distance learning.

#### **Early Admission Dual Enrollment**

Early Admission shall be a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis (minimum of 12 credit hours and maximum of 15 credit hours) in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Early admitted students will be exempt from the payment of registration, tuition, and laboratory fees. Both the high school and TSC must approve Early Admission for a high school student each semester.

#### **Career Dual Enrollment**

Career dual enrollment is a curricular option of elective credits toward earning the high school diploma and completing a career-preparatory certificate program (PSAV). Career dual enrollment is not intended to enable students to take isolated courses unrelated to a program. The School Board will inform all students of the options available and the eligibility criteria.

For career dual enrollment—both clock hour and college credit—courses and programs must lead toward an approved industry certification from an Industry Certification Funding List in s. 1008.44, F.S.

For 2024-2025, career dual enrollment through TSC is available.

#### **IV. A description of the process by which students and their parents exercise options to participate in the dual enrollment program**

##### **Application Process for New Dual Enrollment Students**

Students planning to participate in dual enrollment must do the following:

- Complete [TSC Online Application](#).
- Meet with high school guidance counselor to discuss eligibility and testing options.
- Complete the [Permission to Register Form](#) with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high

school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form.

- Schedule a meeting with the TSC Dual Enrollment Coordinator.
- Submit the documents below prior to or during your meeting with the TSC Dual Enrollment Coordinator. Documents can be emailed to the TSC Dual Enrollment Coordinator, or you can bring them to your meeting.
  - Copy of test scores
  - Permission to register form
  - High school transcript (please use the FASTER system)
- During your meeting with the TSC Dual Enrollment Coordinator, you will be registered for your TSC courses that are listed on your Permission to Register Form.

### **Application Process for Continuing Dual Enrollment Students**

Students who withdraw from a course after drop/add period are required to meet with counselor and parent/guardian before paperwork will be provided.

Students planning to continue dual enrollment must do the following:

- Meet with high school guidance counselor to discuss course options and scheduling.
- Complete the [Permission to Register Form](#) with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form.
- Schedule a meeting with the TSC Dual Enrollment Coordinator.
- Submit the documents below prior to or during your meeting with the TSC Dual Enrollment Coordinator. Documents can be emailed to the TSC Dual Enrollment Coordinator, or you can bring them to your meeting.
  - Permission to register form
- During your meeting with the TSC Dual Enrollment Coordinator, you will be registered for your TSC courses that are listed on your Permission to Register Form.

### **Application Process for Early Admission Students**

Students planning to apply for early admission must do the following:

- Complete [TSC Online Application](#).
- Meet with high school guidance counselor to discuss testing options.
- Complete the [Permission to Register Form](#) with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form.
- Complete the Permission for Early Admission Form with your guidance counselor.
- Schedule a meeting with the TSC Dual Enrollment Coordinator.
- Submit the documents below prior to or during your meeting with the TSC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator, or you can bring them to your meeting.
  - Copy of test scores



- Permission to register form
- Permission for early admission form
- High school transcript (please use the FASTER system)

During your meeting with the TSC Dual Enrollment Coordinator, you will be registered for your TSC courses that are listed on your Permission to Register Form. The TSC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

### **Schedule Changes**

Dual enrollment students must comply with the drop/add and withdrawal policies and deadlines published by TSC.

### **Adding and Dropping Classes**

To add or drop from a course(s), during drop/add period, students must provide a written request from the high school guidance counselor verifying that the student has permission to add or drop before the Add/Drop deadline. The request must be submitted to TSC's Dual Enrollment Coordinator using the [Course Adjustment Form](#).

### **Withdrawing from Classes**

After the drop/add period, students must submit a request from the high school guidance counselor verifying that the student has permission to withdraw from a course, using the [Course Withdrawal Form](#). Requests are considered by the district with required documentation only in extenuating circumstances and must be submitted to TSC's Dual Enrollment Coordinator.

### **Summer Enrollment**

Students are eligible to enroll in summer courses during June Express. Graduating high school seniors are not eligible to participate in dual enrollment during the summer. Graduating seniors who enroll in summer classes will be categorized as degree seeking college students and responsible for all instructional materials, tuition and fees assessed.

### **Maximum Course Loads**

Traditional dual enrolled students are allowed a maximum of 11 credit hours each semester. All college courses taken must count towards high school credit.

Early admission students are allowed a minimum of 12 credit hours and maximum of 15 credit hours each semester. All college courses taken must count towards high school credit. Special permission is required each semester for the early admission program.

### **Weighting of Dual Enrollment Course Grades**

For districts that use a weighted grading system, s. 1007.271(8), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advance International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited."

### **Grade Distribution**

All grades will be reported at the conclusion of each term and accessible by the student through logging into their TSC Workday account, no more than two days after the grade submission deadline passes. Final grades will not be reported in the Canvas Learning Management System.

**Testing and Alternative Placements for Dual Enrollment Eligibility**

Students may demonstrate college readiness and qualify for dual enrollment by using a combination of the following, Reading, Writing, and Mathematics qualifying measures.

<b>P.E.R.T.</b>			
Reading	106		ENC 1101
Writing	103		
Mathematics	114 -122		MAC1105C, MAT1033, MGF1130, MGF1131
Mathematics	123		MAC 1105, STA 2023
<b>Next-Generation ACCUPLACER, The College Board</b>			
Reading	256		ENC 1101
Writing	253		
QAS (Quantitative Reasoning, Algebra, Stats)	261		MAC1105C, MAT1033, MGF1130, MGF1131
<b>SAT-I, The College Board</b>			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	
Mathematics	440	24	MAC1105C, MAT1033, MGF1130, MGF1131
Mathematics	470	25.5	MAC 1105, STA 2023
<b>Digital SAT, The College Board</b>			
Evidence-Based Reading and Writing	490		ENC 1101
Mathematics	480		MAC1105C, MAT1033, MGF1130, MGF1131
<b>ACT with Writing or ACT, Inc.</b>			
Reading	19		ENC 1101
English	17		
Mathematics	19		MAC 1105C, MAT1033, MGF1130, MGF1131
Mathematics	21		MAC 1105, STA 2023
<b>Classic Learning Test, Classic Learning Initiatives, LLC</b>			
Sum of Verbal Reasoning and Grammar/Writing	38		ENC1101
Quantitative Reasoning	16		MAC 1105C, MAT1033, MGF1106, MGF1107
<b>PSAT/NMSQT, The College Board</b>			
Reading	24		ENC 1101
English	25		
Mathematics	24		MAC1105C, MAT1033, MGF1130, MGF1131

<b>Digital PSAT, NMQST and PSAT 10, The College Board</b>		
Evidence-Based Reading and Writing	490	ENC 1101
Mathematics	480	MAC1105C, MAT1033, MGF1130, MGF1131
<b>PreACT</b>		
Reading	22	ENC 1101
English	18	
Mathematics	22	MAC1105C, MAT1033, MGF1130, MGF1131
<b>End-of-Course Assessments</b>		
Algebra 1 or Geometry End-of-Course Assessment	4	MAC1105C, MAT1033, MGF1130, MGF1131
<b>Performance in High School Coursework</b>		
HS Algebra Algebra I Honors Math for College Liberal Arts HS Algebra II HS Algebra II Honors Math for College Algebra Math for College Statistics HS Pre-Calculus HS Trig HS Calculus	B or Better and 3.0 GPA	MAC1105C, MAT1033, MGF1130, MGF1131
English IV English IV Honors	B or Better and 3.0 GPA	ENC1101

Students must provide official score reports to TSC for ACT and SAT, before being registered for courses. Scores must be less than two years old.

High schools must provide P.E.R.T. official score reports and P.E.R.T. test history if students plan to use high school P.E.R.T. scores.

It is the high schools' responsibility to provide P.E.R.T. for dual enrollment eligibility. TSC will work with the high schools and assist with P.E.R.T. testing for special circumstances.

**V. A list of any additional initial student eligibility requirements for participation in the dual enrollment program**

The statutory eligibility requirements for academic college credit dual enrollment include: 3.0 unweighted high school GPA and demonstrated readiness for college coursework through scores on a common placement test (as established in State Board of Education Rule 6A-10.0315). The statutory eligibility requirements for career dual enrollment Career Certificate: 2.0 unweighted GPA.

TSC defines readiness for college-level coursework as placement into college-level Mathematics and/or English and Reading.

Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program. Students may use alternative placement methods for determining math eligibility as outlined in *Table 1*.

Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through dual enrollment.

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outlined in [TSC's Student Handbook](#).

**Continued Enrollment for Academic Dual Enrollment**

Students must maintain a minimum 3.0 unweighted cumulative high school grade point average. Continued eligibility for college credit dual enrollment requires the maintenance of a 3.0 unweighted high school GPA.

Additionally, the TSC GPA will be reviewed each semester and students must maintain a 2.00 TSC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TSC GPA is below 2.00 or completion is below 75%. High school students are only allowed one grace period.

**Early Admission Eligibility**

Students who wish to participate in early admission must be a high school senior and have an unweighted high school GPA of 3.5 or higher. Additionally, students must have a TSC GPA of 3.0 or higher.

**Continued Enrollment for Early Admission**

Students must maintain a minimum 3.5 unweighted cumulative high school GPA and a TSC GPA of 3.0.

**VI. A delineation of the high school credit earned for the passage of dual enrollment courses**

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available here. <https://www.fldoe.org/core/fileparse.php/20725/urlt/19-2.pdf>. Eligible courses may be taken in any format that TSC offers them unless otherwise specified in the Agreement.

Other courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for dual enrollment credit and count toward high school graduation, including electives provided these courses are specified in this agreement.

Courses Not Specified on the List – Courses that are not listed in the Dual Enrollment Course – High School Subject Area Equivalency List that are taken through dual enrollment must be identified in the Dual Enrollment Articulation Agreement along with the number of high school credits to be awarded either as an elective or subject area credit.

**Courses not listed on the Dual Enrollment Course – High School Subject Area Equivalency List**

N/A

Section 1003.437, F.S., specifies that “For the purposes of class ranking, district school boards may exercise a weighted grading system pursuant to s. 1007.271.”

**VII. A description of the process for informing students and their parents of college-level course expectations**

Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student’s permanent college transcript and are calculated into the student’s permanent postsecondary GPA.

It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations. TSC will inform students and parents of college-level course expectations through a dual enrollment orientation. TSC will also inform students and parents of college-level course expectations through the use of the course syllabus which is given to each student in each college-level course at the beginning of each semester.

**VIII. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis**

Section 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree.

Exceptions to High School Grade Point Averages Terms:

Upon recommendation by the principal or designee, a student with an unweighted GPA of 2.75-2.99 may enroll for a maximum of 6 hours of dual enrollment courses provided that the student has shown evidence of ability to do advanced level work through successful completion of Advanced Placement, Honors, or other advanced courses or supplemental work and provided that the student is in a high school college preparatory program in high school. Continuation of dual enrollment will require satisfactory progress in all college dual enrollment courses as defined in Section V of this agreement and successful completion of all high school courses with grades no lower than “B”. Documentation must be provided to TSC’s Academic Affairs designee.

Exceptions related to serious illness or other extenuating circumstances will be reviewed on a case by case basis and must be approved by both the principal and TSC’s Academic Affairs designee.

TSC will provide a form to the high school that must be completed, signed, and returned to TSC before the student will be allowed to continue in the program. A rationale for the exception must be stated on the form.

Students will be given a one-semester grace period during which a review will determine continued eligibility. The grace period can only be used once during the student’s high school matriculation. Students granted eligibility under the GPA exception must meet all progression criteria moving forward to continue enrollment; the allowable grace period was used for initial eligibility.

**IX. Registration policies and procedures for dual enrollment courses as determined by the postsecondary institution**

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course section numbers as well as 2<sup>nd</sup> options. The completed registration form will be given to TSC’s Dual Enrollment Coordinator who will register the student for courses that are available at the time the form is received. The following deadlines are established for TSC and may differ from internal deadlines of the Board.

**2024-2025 Deadlines for High Schools:**

<b>Due Date</b>	<b>Activity</b>	<b>Responsible Party</b>
August 12, 2024	Last Day for schools to submit all paperwork <u>and</u> test scores (as necessary) for enrollment in Fall 2024 semester. This includes registration for courses on the high school campus.	High school
August 19, 2024	TSC First Day of Class	
August 23, 2024	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school

October 29, 2024	Last Day to Withdraw a student (use withdrawal form)	High school
November 11, 2024	Deadline to make changes to course offerings at the high school for Spring 2025. Deadline to identify instructors.	High school
November 29, 2024	TSC Last Day of Class	
December 2, 2024	Deadline for schools to submit paperwork for Spring 2025 (applications, test scores, permission to register forms)	High school
December 9, 2024	Deadline to submit grades to TSC	High school
December 10, 2024	TSC Transcripts will be delivered to high schools	TSC
January 6, 2025	TSC First Day of Class	
January 12, 2025	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
March 10, 2025	Deadline to Submit "Course Request for Dual Enrollment" Form for 2024-2025.	High school
March 23, 2025	Last Day to Withdraw a student	High school
April 27, 2025	TSC Last Day of Class	
May 4, 2025	Deadline to submit grades to TSC	High school
May 5, 2025	TSC transcripts will be delivered to high schools	TSC
June 13, 2025 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores (as necessary) for enrollment in Summer 2025 June Express session	High school
July 18, 2025	Last Day to Withdraw a student from Summer 2025 June Express session (use withdrawal form)	High school

**Adding and Dropping Classes**

To add or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to add or drop **before the Add/Drop deadline**. The request must be submitted to TSC's Dual Enrollment Coordinator.

**X. Exceptions, if any, to professional rules and guidelines for instructors teaching dual enrollment courses**

There are no exceptions.

**XI. Exceptions, if any, to rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members**

Dual enrollment courses are college courses both in content and outcomes. Dual enrollment instructors must meet the teaching credentials established by the Southern Association of Colleges and Schools (SACS). Section 1007.271(5)(a), F.S., governs dual enrollment faculty. These provisions were taken from the *Dual Enrollment Statement of Standards*, which was codified in State Board of Education Rule 6A 14.064, FAC.

Faculty who wish to teach college credit courses that are offered on the high school campuses must complete a [TSC Adjunct Faculty Application](#) and all other procedures required by TSC's Human Resources and Academic Divisions. Applicants must be recommended for hire by the appropriate Academic Dean/Director. Faculty must also adhere to the following guidelines (Florida Statutes, 1007.271 (5a):

Meet the qualifications required by TSC as identified in the TSC Faculty Credentials Manual. The qualifications apply to all faculty members regardless of the location of instruction. TSC requires compliance with these qualifications.

1. Provide TSC with an official copy of the postsecondary transcript.
2. Provide a copy of the current syllabus for each course taught to the division dean or associate dean of the postsecondary institution before the start of each term. The content of each syllabus must meet the same standards required for all college-level courses offered at TSC and must be approved by the appropriate TSC academic division.
3. Adhere to the professional rules, guidelines, and expectations stated in TSC's adjunct faculty handbook.
4. Adhere to the rules, guidelines, and expectations (which apply to faculty members) stated in TSC's student handbook.

Dual enrollment courses taught on the high school campus must meet the same competencies required for courses taught on the TSC campus. To ensure equivalent rigor with courses taught at TSC, the high school instructor will provide a comprehensive, cumulative end-of-course assessment and a series of assessments of all expected learning outcomes to the appropriate Dean or designee. The completed and scored assessments must be returned to TSC and held for one year (Florida Statutes, 1007.271 (6a)).

It is the responsibility of the high school dual enrollment specialist to notify TSC's Academic Affairs designee of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, TSC will decide what courses can be offered on the high school campus.

Each instructor is responsible for checking their online class rosters every day to ensure the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify their academic dean. The academic dean should notify TSC's dual enrollment coordinator or Academic Affairs designee.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a



joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

Dual enrolled students taking courses on the high school campus must submit the same documentation as the students taking courses on TSC's main campus.

**XII. Responsibilities of the School Board regarding determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program**

The School Board is responsible for determining if the student is eligible to be tested for the dual enrollment program. Students who have a 3.0 unweighted high school grade point average and who have an interest in participating in dual enrollment should be referred to their high school guidance counselors to discuss the eligibility requirements for the program.

The high school must inform all students who plan to participate in dual enrollment of their obligation to complete an online TSC application.

The high school is responsible for advising students relative to ensuring that they meet the requirements for high school graduation. The high school is also responsible for advising students about Bright Futures.

It is TSC's responsibility to monitor student performance in TSC's dual enrollment courses. The School Board and TSC should exchange student transcripts in order to make sure that students are eligible to continue in the dual enrollment program.

TSC is responsible for assigning grades for dual enrollment courses. The School Board is prohibited from changing any grade (once assigned by the college) when posting it to the high school transcript.

**XIII. Responsibilities of the Florida College System institution regarding transmission of student grades in dual enrollment courses to the school district**

TSC will transmit student transcripts to the School Board at the end of each semester.

**XIV. Responsibilities for funding that delineates costs incurred by the school district and TSC**

Dual enrollment students shall be exempt from paying registration, matriculation, and laboratory fees.

Textbook Costs & ADA Accommodation Costs

TSC will provide the instructional materials to the dual enrollment student for each course taken. The School Board or student is responsible for obtaining instructional materials through the TSC Bookstore. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on TSC's campus will be covered by TSC. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on the high school campus will be covered by the School Board.

Standard Tuition Rate

Per the 1009.30, F.S. and Rule 6A-20.0282, Florida Administrative Code (F.A.C.), Dual Enrollment Scholarship Program, the School Board will not receive an invoice for the 2024-25 academic year.

TSC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

Instructional Costs

It is the responsibility of the School Board to provide full instructional costs for dual enrollment occurring on the high school site. For instruction occurring on the high school sites by college faculty, the School Board must reimburse TSC for the costs associated with the proportion of salary and benefits.

TSC cannot guarantee the availability of instructors for dual enrollment classes offered at the high school. Schools can assist TSC by recommending qualified School Board instructors for consideration for teaching dual enrollment courses offered at the high school.

TSC regularly uses high school faculty to teach both dual enrollment and regular TSC courses and incorporates training, mentoring, and assessment of these faculty into its regular adjunct program. Therefore, TSC's costs associated with instruction occurring on the high school site by TSC approved high school faculty who are paid by the School Board will be considered a normal part of TSC's obligation to its faculty for training and mentoring; no costs will be assessed.

Invoicing for Financial Obligations

Per the 1009.30, F.S. and Rule 6A-20.0282, Florida Administrative Code (F.A.C.), Dual Enrollment Scholarship Program, the School Board will not receive an invoice for the 2024-25 academic year.

However, each district will be required to verify student enrollment within 21 business days of TSC's Census date which is normally after the 5<sup>th</sup> day of class each semester.

**XV. Responsibilities for Student Transportation**

It is the student's responsibility to provide his or her own transportation.

**XVI. Responsibilities for services and resources that are available to students with disabilities who register for enrollment**

By this agreement, Section 1007.271(25), F.S., requires that the dual enrollment articulation agreement include services and resource that are available to students with disabilities who register for dual enrollment.

Tallahassee State College provides services and facilities accessible to, and usable by, all qualified students with disabilities. The college will assure educational access by providing reasonable and appropriate accommodations to those students who provide the proper documentation. An Individual Education Program (I.E.P) filed with the student's home school will suffice as appropriate documentation to receive necessary accommodations.

The college provides physical, academic, and program access including: Extended time testing, Note-taking Services, Reader Services, Recorders, Audio Books via LearningAlly.org, E-Texts, Adaptive technology, Math accommodations, Sign Language interpreters, and Spelling accommodations.

**IN WITNESS WHEREOF**, the School Board of Savary Academy, Florida, and The District Board of Trustees, Tallahassee State College, Florida, have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Tallahassee District Board of Trustees,  
Tallahassee State College, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Tallahassee State College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Savary Academy School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Savary Academy

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Calandra Stringer, Ph.D.  
Vice President and Provost

**SUBJECT:** 2025-2026 Early College Program Agreements

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**Item Description**

This item requests board approval for the 25-26 Early College Program Agreements between the College and the public school districts in TSC's service area.

**Overview and Background**

In compliance with Florida Statute 1007.273, the members of the Articulation Councils of TSC and the three public school districts met for the annual review of the early college agreements. The agreements identify College and School District responsibilities for maintaining the Early College program.

The Early College program is another option for dual enrollment, which allows high school students who are college ready in all subject areas and have a 3.5 or better unweighted high school GPA to enroll in at least 12 hours each semester at TSC to earn industry certifications and to complete 30 credit hours through dual enrollment successfully. Students can take classes on the high school campus, at TSC's main campus, and online. Students are advised regarding their educational major and transfer institution. TSC works with the high school guidance counselors to ensure that students are on track for success at both institutions.

**Funding/ Financial Implications**

Dual enrollment students pay no tuition, fees, lab, or online course fees. The school districts pay the standard rate per credit hour, \$71.98, for students taking courses on TSC's campus during the fall and spring semesters. This also includes online courses. No tuition or fees are collected during the June Express term. However, schools pay for the cost of the instructor if the course is taught at the school site by a TSC instructor.

**Past Actions by the Board**

The Board has approved the agreements annually.

**Recommended Action**

Approve the 2025-2026 Early College Program agreements.

# EARLY COLLEGE PROGRAM

## Tallahassee State College and Gadsden County School Board

### Introduction

The Early College Program Contract, as required by Section 1007.273(3), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee State College, hereinafter referred to as TSC, and the District School Board of Gadsden County, hereinafter referred to as the School Board.

The term of this Agreement shall be June 1, 2025 until May 31, 2026. Students may enroll in the Summer 2025 B Session.

The local Articulation Committee shall consist of the following: Committee members from the School Board will be appointed by the Superintendent of the School Board or designee. Committee members from TSC will be appointed by the President of TSC or designee.

### I. **A ratification or modification of all existing early college agreements**

This agreement replaces any existing agreement with TSC and the School Board regarding the Early College Program Contract.

### II. **Identify grade levels to be included in the early college program**

Eligible grades 11 and 12 students shall have access to the **Early College Program**. Qualified students may begin taking courses during the Summer B term immediately following the conclusion of their sophomore year. Other grade levels would need written permission from the Superintendent or designee.

### III. Description of the early college program, including the delineation of courses and industry certifications offered, including online course availability; high school and college credits earned for each postsecondary course completed and industry certifications earned; student eligibility criteria; and the enrollment process and relevant deadlines

The program will allow eligible students to complete a minimum of 30 credit hours. All TSC courses listed on the 2024-2025 State Board of Education Dual Enrollment Equivalency List are available to students. [Florida Department of Education](#) lists all the courses available to students, high school credit, and college credit earned for each course. Students may take courses on the main campus of TSC, on the High School campus, and/or online.

#### Student Eligibility

- Students must have a 3.5 unweighted high school GPA at the completion of their sophomore year. A GPA waiver will be given to students with a 3.25 to 3.49 unweighted high school GPA at the discretion of the high school principal or designee. The GPA waiver form must be completed and signed by the high school principal or designee at the time the **Early College** Program application is submitted.
- Students must be college ready in reading, writing, and mathematics based on eligible scores on the PERT, ACT, or SAT. Scores must be less than two years old at the time of enrollment.
- Students must maintain a 3.5 unweighted high school GPA to remain in the program. Students with a GPA waiver form must maintain an unweighted high school GPA between 3.25 and 3.49 to remain eligible. A waiver form is required each semester a student's high school GPA falls below 3.5.
- Students must maintain a 3.0 TSC GPA and a 75% successful completion rate in order to remain in the program. There are no exceptions. A collaborative planning meeting with school counselor, TSC advisor, student and parent/guardian is required before enrollment of the next semester for students who fall below 100% successful completion.

#### Enrollment Process

- Students must submit a TSC College Application.
- Students must submit a TSC **Early College** Program Application.
- Students must submit an official high school transcript.
- Students must submit official PERT, ACT, or SAT test scores.
- Students must submit a signed student performance contract.
- Students and parents must complete an advising session with TSC.

#### Deadline

- Applications and supporting documents are due by May 23, 2025.

**IV. Description of the methods, medium, and process by which students and their parents are annually informed about the availability of the early college program, the return on investment associated with participation in the program, and the information described in paragraphs (I) and (II)**

TSC will work collaboratively with the School Board to jointly provide information to students and their parents through information sessions. TSC will also provide information via the TSC website. TSC shall work with the high school to communicate directly with parents and students about the **Early College Program**.

The return on investment associated with participation in the program will be listed on TSC's website. The website will show that students have the opportunity to earn 30 credit hours at no cost to the student. Traditional college students pay \$100.83 per credit hour which is \$3,024.90 for a total of 30 credit hours. The average cost of textbooks is \$150.00 per course which is covered by the high school for fall and spring courses, the College covers textbook costs during Summer B session.

**V. Identification of the delivery methods for instruction and the instructors for all courses**

All online courses and main campus courses listed in Appendix A and listed in the TSC Catalog are available to the **Early College Program** students. All TSC instructors teaching online and main campus courses will be eligible to deliver instruction to the **Early College Program** students.

Courses that are offered on the high school campus will be taught by high school instructors who meet TSC's faculty credentials for teaching college level courses and have been interviewed by and approved by the appropriate TSC Dean or Associate Dean. Specific instructors may not be established at the time of this Agreement. Thus, an addendum to this Agreement will be added for each semester to specify high school course instructors.

**VI. Identification of student advising services and progress monitoring mechanisms**

TSC shall provide advising services to students participating in the **Early College Program**. TSC will designate a specific advisor to work with each student in the **Early College Program**. TSC will also work collaboratively with high school guidance counselors to provide guidance to students. TSC and the high school guidance counselors will jointly work to monitor the progress of students. TSC will use its Pathways to Persistence (P2P) early alert system to provide early alerts and progress surveys for students in the **Early College Program**. Both TSC and the School Board will ensure that students and their parents understand the amount of work necessary to succeed in college courses.



**VII. Description of a program review and reporting mechanism regarding student performance outcomes**

TSC’s Office of Institutional Effectiveness will provide an annual program review. TSC’s Office of Institutional Effectiveness will also provide relevant data regarding student performance outcomes annually to appropriate college and high school personnel. TSC’s Office of Academic Affairs will monitor and ensure quality and consistency.

TSC’s Office of Academic Affairs will ensure that all faculty are evaluated during the academic year. An academic dean or designee will make a classroom visit after which a written evaluation will be provided to the **Early College** Program faculty member for his/her signature. The evaluation will be maintained on file by TSC.

**VIII. Terms of funding arrangements to implement the early college program**

**Early College** Program students shall be exempt from paying tuition/registration, matriculation, and laboratory fees.

Textbook Costs & ADA Accommodation Costs  
Textbooks will be provided to students by the School Board during both the Fall and Spring semesters. Textbooks will be provided by the College during the Summer June Express term. Textbooks purchased by the School Board shall remain the property of the School Board as specified in Section 1007.271 (17), F.S. TSC will continue its efforts to reduce the cost of textbooks and materials to the School Board. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on TSC’s campus will be covered by TSC. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on the high school campus will be covered by the School Board.

Standard Tuition Rate  
According to 1007.273(6) and 1007.271, F.S., the School Board is required to pay the standard tuition rate per credit hour to TSC for instruction taking place on the college campus for dual-enrolled students. The approved standard tuition for FY 2023-2024 is \$71.98 per credit hour and \$2.33 per contact hour for career certificate programs. The rate will be charged for courses taking place on TSC’s main campus, TSC’s educational centers, and distance learning courses.

TSC will not charge tuition to the School Board for Summer dual enrollment students. TSC will not limit participation based upon capacity, F.S. 1007.271(4), in any term.

TSC will use the fees collected to enhance the **Early College** Program. TSC will promote **Early College** Program participation, increase capacity, and enrich the quality of services associated with the **Early College** Program. The School Board’s payment of

tuition to TSC will increase the number of counselors available to the **Early College** Program in order to help prepare students for the transition to college, counsel students on degree maps and programs of study, and track and provide feedback to students on their progress. TSC will also provide high school faculty and counselor training for dual enrollment.

#### Instructional Costs

It is the responsibility of the School Board to provide full instructional costs for **Early College** Program courses occurring on the high school site. For instruction occurring on the high school sites by college faculty, the School Board must reimburse TSC for the costs associated with the proportion of salary and benefits.

TSC cannot guarantee the availability of instructors for the **Early College** Program offered at the high school. Schools can assist TSC by recommending qualified School Board instructors for consideration for teaching **Early College** Program courses offered at the high school.

TSC regularly uses high school faculty to teach both dual enrollment and regular TSC courses and incorporates training, mentoring, and assessment of these faculty into its regular adjunct program. Therefore, TSC's costs associated with instruction occurring on the high school site by TSC-approved high school faculty who are paid by the School Board will be considered a normal part of TSC's obligation to its faculty for training and mentoring; no costs will be assessed.

#### Invoicing for Financial Obligations

TSC will invoice the School Board for financial obligations within 10 business days of TSC's Census date which is normally the 5<sup>th</sup> day of class each semester.

**IN WITNESS WHEREOF**, the School Board of Gadsden County, Florida, and The District Board of Trustees, Tallahassee State College, Florida, have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.273, F.S., **Early College** Program Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, The District Board of Trustees,  
Tallahassee State College, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Tallahassee State College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Gadsden County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Gadsden County School District

## Appendix A

### 2024-2025 Dual Enrollment Course – High School Subject Area Equivalency List for Tallahassee State College Courses

**\*\*\* Students will choose courses based on their graduation requirements, which will differ for various cohorts.\*\*\***

This list should not be interpreted as the total number of dual enrollment courses available. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment. Three-credit (or equivalent) postsecondary courses taken through dual enrollment that are not listed below shall be awarded at least 0.5 high school credits (postsecondary courses offered for fewer than three (3) credits may earn less than 0.5 high school credit), either as an elective or subject area credit as designated in the local dual enrollment articulation agreement.

Any upper-level (3000-4000) postsecondary course that uses as a prerequisite one of the courses on this list that are awarded 1.0 high school credit shall also receive 1.0 high school credit.

### ENGLISH

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
AML2301	Major American Writers	3	English	1.0
ENC1101	College Composition	3	English	1.0
ENC1101C	College Composition w/Corequisite	3	English	1.0
ENC1102	Argument and Persuasion	3	English	1.0
ENC2210	Technical Communications	3	English	0.5
ENL2000	British Literature	3	English	1.0
LIT2100	Masterpieces of World Literature	3	English	1.0

### FOREIGN LANGUAGE

Foreign Language Courses: All four-credit foreign language courses (including American Sign Language), shall be awarded one full high school elective credit. Courses offered for three credits are awarded at least 0.5 high school elective credit.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
FRE1120	Elementary French I	4	Elective: Foreign Language	1.0
FRE1121	Elementary French II	4	Elective: Foreign Language	1.0
GER1120	Elementary German I	4	Elective: Foreign Language	1.0
GER1121	Elementary German II	4	Elective: Foreign Language	1.0
ITA1120	Beginning Italian I	4	Elective: Foreign Language	1.0
ITA1121	Beginning Italian II	4	Elective: Foreign Language	1.0
LAT1120	Beginning Latin I	4	Elective: Foreign Language	1.0
LAT1121	Beginning Latin II	4	Elective: Foreign Language	1.0
SPN1120	Elementary Spanish I	4	Elective: Foreign Language	1.0
SPN1121	Elementary Spanish II	4	Elective: Foreign Language	1.0
SPN2220	Intermediate Spanish	4	Elective: Foreign Language	1.0
SPN2240	Intermediate Conversational Spanish I	3	Elective: Foreign Language	0.5

### MATHEMATICS

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
MAC1105	College Algebra	3	Mathematics	1.0
MAC1105C	College Algebra w/corequisite	3	Mathematics	1.0
MAC1114	Precalculus Trigonometry	3	Mathematics	1.0
MAC1140	Precalculus Algebra	3	Mathematics	1.0
MAC1147	Precalculus Algebra and Trigonometry	5	Mathematics	1.0
MAC2233	Calculus for Management	3	Mathematics	1.0
MAC2311	Calculus with Analytic Geometry I	5	Mathematics	1.0

MAC2312	Calculus with Analytic Geometry I	5	Mathematics	1.0
MAC2313	Calculus with Analytic Geometry I	4	Mathematics	1.0
MAP2302	Differential Equations	3	Mathematics	1.0
MGF1130	Mathematical Thinking	3	Mathematics	1.0
MGF1131	Mathematics in Context	3	Mathematics	1.0
STA2023	Introductory Statistics	3	Mathematics	1.0
STA2122	Introduction to Applied Statistics	4	Mathematics	1.0

### PERFORMING AND FINE ARTS

Subject area credit in Performing/Fine Arts is awarded for approved courses regardless of whether a lab is taken with the course.

All performing fine arts courses must be taken for 3.0 or more college credit hours in order to be guaranteed 0.5 high school credits.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
ARH2050	Introduction to Art History and Art Criticism I	3	Performing/Fine Arts	0.5
ARH2051	Introduction to Art History and Art Criticism II	3	Performing/Fine Arts	0.5
ARH2500	Non-Western Art History	3	Performing/Fine Arts	0.5
ART1150C	Introduction to Jewelry Making	3	Performing/Fine Arts	0.5
ART1202C	Design I	3	Performing/Fine Arts	0.5
ART2203C	Introduction to Design II	3	Performing/Fine Arts	0.5
ART1205C	Color: Theory and Practice	3	Performing/Fine Arts	0.5
ART1300C	Drawing I	3	Performing/Fine Arts	0.5
ART2301C	Drawing II	3	Performing/Fine Arts	0.5
ART1330C	Figure Drawing	3	Performing/Fine Arts	0.5
ART1340C	Beginning Illustration	3	Performing/Fine Arts	0.5

ART2400C	Introduction to Printmaking	3	Performing/Fine Arts	0.5
ART2500C	Painting I	3	Performing/Fine Arts	0.5
ART2501C	Painting II	3	Performing/Fine Arts	0.5
FIL2000	Film Appreciation	3	Performing/Fine Arts	0.5
FIL1031	History of Film I	3	Performing/Fine Arts	0.5
GRA1103C	Computer Based Design I	3	Performing/Fine Arts	0.5
MUH2011	Introduction to Music History	3	Performing/Fine Arts	0.5
MUL1110	Music Appreciation	3	Performing/Fine Arts	0.5
PGY2401C	Darkroom Photography	3	Performing/Fine Arts	0.5
PGY2801C	Photoshop	3	Performing/Fine Arts	0.5
SPC1017	Fundamentals of Interpersonal Communication	3	Performing/Fine Arts	0.5
SPC2608	Public Speaking	3	Performing/Fine Arts	0.5
THE1000	Introduction to the Theatre	3	Performing/Fine Arts	0.5
TPP2110	Fundamentals of Acting	3	Performing/Fine Arts	0.5
TPP2111	Advanced Acting	3	Performing/Fine Arts	0.5

## SCIENCE

### Criteria for Awarding High School Subject Area Credit in Science:

- Since all high school science courses (with lab) are awarded 1.0 high school science credits, then all college-level dual enrollment science courses (with lab) will be awarded 1.0 high school science credits.

- College-level dual enrollment science course **taken without a lab component** will be awarded 0.5 high school science credits.

- Note: Section 1003.428(2)(a)3, Florida Statutes, states that high school graduation requirements include successful completion of “Three credits in science, two of which must have a laboratory component.” Regardless of the number of science credits earned through dual enrollment, the requirement of two sciences **with a lab component** must be met to graduate.

Section 1003.428, Florida Statutes, requires three credits in science. One of the three credits must be Biology I or a series of courses equivalent to Biology I, one credit must be chemistry or physics or a series of courses equivalent to chemistry or physics, and one credit must be an equally rigorous course.

Biology I. Faculty reviewers have determined that the content in the sequence of BSCx010 and BSCx011 is comparable to the standards for Biology I and therefore may be used as preparation for the associated End-of-Course (EOC) assessment. BSCx010 and BSCx011 each may be assigned as an “equally rigorous” science course, but both must be completed for equivalency to Biology I and as preparation for Biology I EOC.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
AST1002	Introduction to Astronomy	3	Equally Rigorous	0.5
BOT1000	Plant Science	3	Equally Rigorous	0.5
AST1002	Introduction to Astronomy	3	Equally Rigorous	0.5
BSC1005	Introduction to the Biological Sciences	3	Equally Rigorous	0.5
BSC1005/ BSC1005L	Introduction to the Biological Sciences plus Lab	4	Equally Rigorous	1.0
BSC2010	Biology for Science Majors I	3	Biology I (with BSCX011) or Equally Rigorous	0.5
BSC2010/ BSC2010L	Biology for Science Majors I plus Lab	4	Biology I (with BSCX011) or Equally Rigorous	1.0
BSC2011	Biology for Science Majors II	3	Biology I (with BSCX010) or Equally Rigorous	0.5
BSC2011/ BSC2011L	Biology for Science Majors II plus Lab	4	Biology I (with BSCX010) or Equally Rigorous	1.0
BSC1020	Introduction to Human Biological Sciences	3	Equally Rigorous	0.5
BSC1084C	Human Biology: Essentials of Anatomy and Physiology	4	Equally Rigorous	1.0
BSC2085	Anatomy and Physiology I	3	Equally Rigorous	0.5
BSC2085/ BSC2085L	Anatomy and Physiology I plus Lab	4	Equally Rigorous	1.0
BSC2086	Anatomy and Physiology II	3	Equally Rigorous	0.5
BSC2086/ BSC2086L	Anatomy and Physiology II plus Lab	4	Equally Rigorous	1.0
CHM1020	Chemistry for General Education	3	Equally Rigorous	0.5



CHM1032	General Chemistry for Allied Health	3	Equally Rigorous	0.5
CHM1032/ CHM1032L	General Chemistry for Allied Health plus Lab	4	Equally Rigorous	1.0
CHM1045	General Chemistry I	3	Equally Rigorous	0.5
CHM1045/ CHM1045L	General Chemistry I plus Lab	4	Equally Rigorous	1.0
CHM1046	General Chemistry II	3	Equally Rigorous	0.5
CHM1046/ CHM1046L	General Chemistry II plus Lab	4	Equally Rigorous	1.0
CHM2210	Organic Chemistry I	3	Equally Rigorous	0.5
CHM2210/ CHM2210L	Organic Chemistry I plus Lab	4	Equally Rigorous	1.0
CHM2211	Organic Chemistry II	3	Equally Rigorous	0.5
CHM2211/ CHM2211L	Organic Chemistry II plus Lab	4	Equally Rigorous	1.0
ESC1000	Earth and Its Environment	3	Equally Rigorous	0.5
ESC1000/ ESC1000L	Earth and Its Environment plus Lab	4	Equally Rigorous	1.0
EVR1001	Introduction to Environmental Sciences	3	Equally Rigorous	0.5
GLY2010	Physical Geology	3	Equally Rigorous	0.5
GLY2010/ GLY2010L	Physical Geology plus Lab	4	Equally Rigorous	1.0
GLY1030	Environmental Geology	3	Equally Rigorous	0.5
MCB2004	General Microbiology	3	Equally Rigorous	0.5
MCB2004/ MCB2004L	General Microbiology plus Lab	4	Equally Rigorous	1.0
MET1010	Meteorology	3	Equally Rigorous	0.5
OCE1001	Introduction to Oceanography	3	Equally Rigorous	0.5
PHY1020	Energy and Its Environmental Effects	3	Equally Rigorous	0.5
PHY1053	Elementary College Physics	3	Equally Rigorous	0.5
PHY1053/ PHY1053L	Elementary College Physics plus Lab	4	Equally Rigorous	1.0
PHY1054	Elementary College Physics II	3	Equally Rigorous	0.5
PHY1054/ PHY1054L	Elementary College Physics II plus Lab	4	Equally Rigorous	1.0
PHY2048	General Physics I	4	Equally Rigorous	0.5
PHY2048/ PHY2048L	General Physics I plus Lab	5	Equally Rigorous	1.0
PHY2049	General Physics II	4	Equally Rigorous	0.5

PHY2049/ PHY2049L	General Physics II plus Lab	5	Equally Rigorous	1.0
PSC1121	Introduction to Physical Sciences	3	Equally Rigorous	0.5

### SOCIAL STUDIES

Social studies requirements for high school graduation in Florida are prescribed by statute. Unless indicated on the list below, **all college social science courses taken through dual enrollment receive elective credit.**

*United States History.* Faculty reviewers have determined that the content in the sequence of AMHx010 and AMHx020 is comparable to the standards for United States History and, therefore, may be used as preparation for the associated End-Of-Course (EOC) assessment. For any other AMH course or set of courses taken through dual enrollment, the school district and postsecondary institution may determine if that course or set of courses may be used as preparation for the U.S. History EOC. The AMH courses on this list, or those designated by the school district, may each satisfy 0.5 U.S. History credits toward high school graduation.

*Economics.* Section 1003(4282(3)(d), FS, requires one-half credit in economics, which must include financial literacy. The district and college will determine if the local postsecondary economics course meets this requirement.

TSC Course	TSC Course Title	TSC Credit Hours	High School Graduation Subject Requirement Satisfied	High School Credit Awarded
AMH2010	History of the United States I	3	Social Studies: United States History (EOC)	0.5
AMH2020	History of the United States II	3	Social Studies: United States History (EOC)	0.5
POS1041	National Government	3	Social Studies: United States Government	0.5
WOH2012	History of Civilization I	3	Social Studies: World History	0.5
WOH2022	History of Civilization II	3	Social Studies: World History	0.5

# EARLY COLLEGE PROGRAM

## Tallahassee State College and Leon County School Board

### Introduction

The Early College Program Contract, as required by Section 1007.273(3), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee State College, hereinafter referred to as TSC, and the District School Board of Leon County, hereinafter referred to as the School Board.

The term of this Agreement shall be June 1, 2025 until May 31, 2026. Students may enroll in the Summer 2025 B Session.

The local Articulation Committee shall consist of the following: Committee members from the School Board will be appointed by the Superintendent of the School Board or designee. Committee members from TSC will be appointed by the President of TSC or designee.

### I. **A ratification or modification of all existing early college agreements**

This agreement replaces any existing agreement with TSC and the School Board regarding the Early College Program Contract.

### II. **Identify grade levels to be included in the early college program**

Eligible grades 11 and 12 students shall have access to the **Early College Program**. Qualified students may begin taking courses during the Summer B term immediately following the conclusion of their sophomore year. Other grade levels would need written permission from the Superintendent or designee.

### III. Description of the early college program, including the delineation of courses and industry certifications offered, including online course availability; high school and college credits earned for each postsecondary course completed and industry certifications earned; student eligibility criteria; and the enrollment process and relevant deadlines

The program will allow eligible students to complete a minimum of 30 credit hours. All TSC courses listed on the 2024-2025 State Board of Education Dual Enrollment Equivalency List are available to students. [Florida Department of Education](#) lists all the courses available to students, high school credit, and college credit earned for each course. Students may take courses on the main campus of TSC, on the High School campus, and/or online.

#### Student Eligibility

- Students must have a 3.5 unweighted high school GPA at the completion of their sophomore year. A GPA waiver will be given to students with a 3.25 to 3.49 unweighted high school GPA at the discretion of the high school principal or designee. The GPA waiver form must be completed and signed by the high school principal or designee at the time the **Early College** Program application is submitted.
- Students must be college ready in reading, writing, and mathematics based on eligible scores on the PERT, ACT, or SAT. Scores must be less than two years old at the time of enrollment.
- Students must maintain a 3.5 unweighted high school GPA to remain in the program. Students with a GPA waiver form must maintain an unweighted high school GPA between 3.25 and 3.49 to remain eligible. A waiver form is required each semester a student's high school GPA falls below 3.5.
- Students must maintain a 3.0 TSC GPA and a 75% successful completion rate in order to remain in the program. There are no exceptions. A collaborative planning meeting with school counselor, TSC advisor, student and parent/guardian is required before enrollment of the next semester for students who fall below 100% successful completion.

#### Enrollment Process

- Students must submit a TSC College Application.
- Students must submit a TSC **Early College** Program Application.
- Students must submit an official high school transcript.
- Students must submit official PERT, ACT, or SAT test scores.
- Students must submit a signed student performance contract.
- Students and parents must complete an advising session with TSC.

#### Deadline

- Applications and supporting documents are due by May 23, 2025.

**IV. Description of the methods, medium, and process by which students and their parents are annually informed about the availability of the early college program, the return on investment associated with participation in the program, and the information described in paragraphs (I) and (II)**

TSC will work collaboratively with the School Board to jointly provide information to students and their parents through information sessions. TSC will also provide information via the TSC website. TSC shall work with the high school to communicate directly with parents and students about the **Early College Program**.

The return on investment associated with participation in the program will be listed on TSC's website. The website will show that students have the opportunity to earn 30 credit hours at no cost to the student. Traditional college students pay \$100.83 per credit hour which is \$3,024.90 for a total of 30 credit hours. The average cost of textbooks is \$150.00 per course which is covered by the high school for fall and spring courses, the College covers textbook costs during Summer B session.

**V. Identification of the delivery methods for instruction and the instructors for all courses**

All online courses and main campus courses listed in Appendix A and listed in the TSC Catalog are available to the **Early College Program** students. All TSC instructors teaching online and main campus courses will be eligible to deliver instruction to the **Early College Program** students.

Courses that are offered on the high school campus will be taught by high school instructors who meet TSC's faculty credentials for teaching college level courses and have been interviewed by and approved by the appropriate TSC Dean or Associate Dean. Specific instructors may not be established at the time of this Agreement. Thus, an addendum to this Agreement will be added for each semester to specify high school course instructors.

**VI. Identification of student advising services and progress monitoring mechanisms**

TSC shall provide advising services to students participating in the **Early College Program**. TSC will designate a specific advisor to work with each student in the **Early College Program**. TSC will also work collaboratively with high school guidance counselors to provide guidance to students. TSC and the high school guidance counselors will jointly work to monitor the progress of students. TSC will use its Pathways to Persistence (P2P) early alert system to provide early alerts and progress surveys for students in the **Early College Program**. Both TSC and the School Board will ensure that students and their parents understand the amount of work necessary to succeed in college courses.

**VII. Description of a program review and reporting mechanism regarding student performance outcomes**

TSC's Office of Institutional Effectiveness will provide an annual program review. TSC's Office of Institutional Effectiveness will also provide relevant data regarding student performance outcomes annually to appropriate college and high school personnel. TSC's Office of Academic Affairs will monitor and ensure quality and consistency.

TSC's Office of Academic Affairs will ensure that all faculty are evaluated during the academic year. An academic dean or designee will make a classroom visit after which a written evaluation will be provided to the **Early College** Program faculty member for his/her signature. The evaluation will be maintained on file by TSC.

**VIII. Terms of funding arrangements to implement the early college program**

**Early College** Program students shall be exempt from paying tuition/registration, matriculation, and laboratory fees.

Textbook Costs & ADA Accommodation Costs  
Textbooks will be provided to students by the School Board during both the Fall and Spring semesters. Textbooks will be provided by the College during the Summer June Express term. Textbooks purchased by the School Board shall remain the property of the School Board as specified in Section 1007.271 (17), F.S. TSC will continue its efforts to reduce the cost of textbooks and materials to the School Board. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on TSC's campus will be covered by TSC. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on the high school campus will be covered by the School Board.

Standard Tuition Rate  
According to 1007.273(6) and 1007.271, F.S., the School Board is required to pay the standard tuition rate per credit hour to TSC for instruction taking place on the college campus for dual-enrolled students. The approved standard tuition for FY 2023-2024 is \$71.98 per credit hour and \$2.33 per contact hour for career certificate programs. The rate will be charged for courses taking place on TSC's main campus, TSC's educational centers, and distance learning courses.

TSC will not charge tuition to the School Board for Summer dual enrollment students. TSC will not limit participation based upon capacity, F.S. 1007.271(4), in any term.

TSC will use the fees collected to enhance the **Early College** Program. TSC will promote **Early College** Program participation, increase capacity, and enrich the quality of services associated with the **Early College** Program. The School Board's payment of

**IN WITNESS WHEREOF**, the School Board of Leon County, Florida, and The District Board of Trustees, Tallahassee State College, Florida, have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.273, F.S., **Early College** Program Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, The District Board of Trustees,  
Tallahassee State College, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Tallahassee State College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Leon County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Leon County School District

## Appendix A

2024-2025 Dual Enrollment Course – High School Subject Area Equivalency List for Tallahassee State College Courses

**\*\*\* Students will choose courses based on their graduation requirements, which will differ for various cohorts.\*\*\***

This list should not be interpreted as the total number of dual enrollment courses available. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment. Three-credit (or equivalent) postsecondary courses taken through dual enrollment that are not listed below shall be awarded at least 0.5 high school credits (postsecondary courses offered for fewer than three (3) credits may earn less than 0.5 high school credit), either as an elective or subject area credit as designated in the local dual enrollment articulation agreement.

Any upper-level (3000-4000) postsecondary course that uses as a prerequisite one of the courses on this list that are awarded 1.0 high school credit shall also receive 1.0 high school credit.

### ENGLISH

TSC Course	TSC Course Title	TSC Credit Hours	High School Graduation Subject Requirement Satisfied	High School Credit Awarded
AML2301	Major American Writers	3	English	1.0
ENC1101	College Composition	3	English	1.0
ENC1101C	College Composition w/Corequisite	3	English	1.0
ENC1102	Argument and Persuasion	3	English	1.0
ENC2210	Technical Communications	3	English	0.5
ENL2000	British Literature	3	English	1.0
LIT2100	Masterpieces of World Literature	3	English	1.0

### FOREIGN LANGUAGE

Foreign Language Courses: All four-credit foreign language courses (including American Sign Language), shall be awarded one full high school elective credit. Courses offered for three credits are awarded at least 0.5 high school elective credit.



<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
FRE1120	Elementary French I	4	Elective: Foreign Language	1.0
FRE1121	Elementary French II	4	Elective: Foreign Language	1.0
GER1120	Elementary German I	4	Elective: Foreign Language	1.0
GER1121	Elementary German II	4	Elective: Foreign Language	1.0
ITA1120	Beginning Italian I	4	Elective: Foreign Language	1.0
ITA1121	Beginning Italian II	4	Elective: Foreign Language	1.0
LAT1120	Beginning Latin I	4	Elective: Foreign Language	1.0
LAT1121	Beginning Latin II	4	Elective: Foreign Language	1.0
SPN1120	Elementary Spanish I	4	Elective: Foreign Language	1.0
SPN1121	Elementary Spanish II	4	Elective: Foreign Language	1.0
SPN2220	Intermediate Spanish	4	Elective: Foreign Language	1.0
SPN2240	Intermediate Conversational Spanish I	3	Elective: Foreign Language	0.5

### MATHEMATICS

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
MAC1105	College Algebra	3	Mathematics	1.0
MAC1105C	College Algebra w/corequisite	3	Mathematics	1.0
MAC1114	Precalculus Trigonometry	3	Mathematics	1.0
MAC1140	Precalculus Algebra	3	Mathematics	1.0
MAC1147	Precalculus Algebra and Trigonometry	5	Mathematics	1.0
MAC2233	Calculus for Management	3	Mathematics	1.0
MAC2311	Calculus with Analytic Geometry I	5	Mathematics	1.0

MAC2312	Calculus with Analytic Geometry I	5	Mathematics	1.0
MAC2313	Calculus with Analytic Geometry I	4	Mathematics	1.0
MAP2302	Differential Equations	3	Mathematics	1.0
MGF1130	Mathematical Thinking	3	Mathematics	1.0
MGF1131	Mathematics in Context	3	Mathematics	1.0
STA2023	Introductory Statistics	3	Mathematics	1.0
STA2122	Introduction to Applied Statistics	4	Mathematics	1.0

### PERFORMING AND FINE ARTS

Subject area credit in Performing/Fine Arts is awarded for approved courses regardless of whether a lab is taken with the course.

All performing fine arts courses must be taken for 3.0 or more college credit hours in order to be guaranteed 0.5 high school credits.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
ARH2050	Introduction to Art History and Art Criticism I	3	Performing/Fine Arts	0.5
ARH2051	Introduction to Art History and Art Criticism II	3	Performing/Fine Arts	0.5
ARH2500	Non-Western Art History	3	Performing/Fine Arts	0.5
ART1150C	Introduction to Jewelry Making	3	Performing/Fine Arts	0.5
ART1202C	Design I	3	Performing/Fine Arts	0.5
ART2203C	Introduction to Design II	3	Performing/Fine Arts	0.5
ART1205C	Color: Theory and Practice	3	Performing/Fine Arts	0.5
ART1300C	Drawing I	3	Performing/Fine Arts	0.5
ART2301C	Drawing II	3	Performing/Fine Arts	0.5
ART1330C	Figure Drawing	3	Performing/Fine Arts	0.5
ART1340C	Beginning Illustration	3	Performing/Fine Arts	0.5

ART2400C	Introduction to Printmaking	3	Performing/Fine Arts	0.5
ART2500C	Painting I	3	Performing/Fine Arts	0.5
ART2501C	Painting II	3	Performing/Fine Arts	0.5
FIL2000	Film Appreciation	3	Performing/Fine Arts	0.5
FIL1031	History of Film I	3	Performing/Fine Arts	0.5
GRA1103C	Computer Based Design I	3	Performing/Fine Arts	0.5
MUH2011	Introduction to Music History	3	Performing/Fine Arts	0.5
MUL1110	Music Appreciation	3	Performing/Fine Arts	0.5
PGY2401C	Darkroom Photography	3	Performing/Fine Arts	0.5
PGY2801C	Photoshop	3	Performing/Fine Arts	0.5
SPC1017	Fundamentals of Interpersonal Communication	3	Performing/Fine Arts	0.5
SPC2608	Public Speaking	3	Performing/Fine Arts	0.5
THE1000	Introduction to the Theatre	3	Performing/Fine Arts	0.5
TPP2110	Fundamentals of Acting	3	Performing/Fine Arts	0.5
TPP2111	Advanced Acting	3	Performing/Fine Arts	0.5

## SCIENCE

### Criteria for Awarding High School Subject Area Credit in Science:

- Since all high school science courses (with lab) are awarded 1.0 high school science credits, then all college-level dual enrollment science courses (with lab) will be awarded 1.0 high school science credits.

- College-level dual enrollment science course **taken without a lab component** will be awarded 0.5 high school science credits.

- Note: Section 1003.428(2)(a)3, Florida Statutes, states that high school graduation requirements include successful completion of “Three credits in science, two of which must have a laboratory component.” Regardless of the number of science credits earned through dual enrollment, the requirement of two sciences **with a lab component** must be met to graduate.

tuition to TSC will increase the number of counselors available to the **Early College** Program in order to help prepare students for the transition to college, counsel students on degree maps and programs of study, and track and provide feedback to students on their progress. TSC will also provide high school faculty and counselor training for dual enrollment.

#### Instructional Costs

It is the responsibility of the School Board to provide full instructional costs for **Early College** Program courses occurring on the high school site. For instruction occurring on the high school sites by college faculty, the School Board must reimburse TSC for the costs associated with the proportion of salary and benefits.

TSC cannot guarantee the availability of instructors for the **Early College** Program offered at the high school. Schools can assist TSC by recommending qualified School Board instructors for consideration for teaching **Early College** Program courses offered at the high school.

TSC regularly uses high school faculty to teach both dual enrollment and regular TSC courses and incorporates training, mentoring, and assessment of these faculty into its regular adjunct program. Therefore, TSC's costs associated with instruction occurring on the high school site by TSC-approved high school faculty who are paid by the School Board will be considered a normal part of TSC's obligation to its faculty for training and mentoring; no costs will be assessed.

#### Invoicing for Financial Obligations

TSC will invoice the School Board for financial obligations within 10 business days of TSC's Census date which is normally the 5<sup>th</sup> day of class each semester.

Section 1003.428, Florida Statutes, requires three credits in science. One of the three credits must be Biology I or a series of courses equivalent to Biology I, one credit must be chemistry or physics or a series of courses equivalent to chemistry or physics, and one credit must be an equally rigorous course.

Biology I. Faculty reviewers have determined that the content in the sequence of BSCx010 and BSCx011 is comparable to the standards for Biology I and therefore may be used as preparation for the associated End-of-Course (EOC) assessment. BSCx010 and BSCx011 each may be assigned as an “equally rigorous” science course, but both must be completed for equivalency to Biology I and as preparation for Biology I EOC.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
AST1002	Introduction to Astronomy	3	Equally Rigorous	0.5
BOT1000	Plant Science	3	Equally Rigorous	0.5
AST1002	Introduction to Astronomy	3	Equally Rigorous	0.5
BSC1005	Introduction to the Biological Sciences	3	Equally Rigorous	0.5
BSC1005/ BSC1005L	Introduction to the Biological Sciences plus Lab	4	Equally Rigorous	1.0
BSC2010	Biology for Science Majors I	3	Biology I (with BSCX011) or Equally Rigorous	0.5
BSC2010/ BSC2010L	Biology for Science Majors I plus Lab	4	Biology I (with BSCX011) or Equally Rigorous	1.0
BSC2011	Biology for Science Majors II	3	Biology I (with BSCX010) or Equally Rigorous	0.5
BSC2011/ BSC2011L	Biology for Science Majors II plus Lab	4	Biology I (with BSCX010) or Equally Rigorous	1.0
BSC1020	Introduction to Human Biological Sciences	3	Equally Rigorous	0.5
BSC1084C	Human Biology: Essentials of Anatomy and Physiology	4	Equally Rigorous	1.0
BSC2085	Anatomy and Physiology I	3	Equally Rigorous	0.5
BSC2085/ BSC2085L	Anatomy and Physiology I plus Lab	4	Equally Rigorous	1.0
BSC2086	Anatomy and Physiology II	3	Equally Rigorous	0.5
BSC2086/ BSC2086L	Anatomy and Physiology II plus Lab	4	Equally Rigorous	1.0
CHM1020	Chemistry for General Education	3	Equally Rigorous	0.5

CHM1032	General Chemistry for Allied Health	3	Equally Rigorous	0.5
CHM1032/ CHM1032L	General Chemistry for Allied Health plus Lab	4	Equally Rigorous	1.0
CHM1045	General Chemistry I	3	Equally Rigorous	0.5
CHM1045/ CHM1045L	General Chemistry I plus Lab	4	Equally Rigorous	1.0
CHM1046	General Chemistry II	3	Equally Rigorous	0.5
CHM1046/ CHM1046L	General Chemistry II plus Lab	4	Equally Rigorous	1.0
CHM2210	Organic Chemistry I	3	Equally Rigorous	0.5
CHM2210/ CHM2210L	Organic Chemistry I plus Lab	4	Equally Rigorous	1.0
CHM2211	Organic Chemistry II	3	Equally Rigorous	0.5
CHM2211/ CHM2211L	Organic Chemistry II plus Lab	4	Equally Rigorous	1.0
ESC1000	Earth and Its Environment	3	Equally Rigorous	0.5
ESC1000/ ESC1000L	Earth and Its Environment plus Lab	4	Equally Rigorous	1.0
EVR1001	Introduction to Environmental Sciences	3	Equally Rigorous	0.5
GLY2010	Physical Geology	3	Equally Rigorous	0.5
GLY2010/ GLY2010L	Physical Geology plus Lab	4	Equally Rigorous	1.0
GLY1030	Environmental Geology	3	Equally Rigorous	0.5
MCB2004	General Microbiology	3	Equally Rigorous	0.5
MCB2004/ MCB2004L	General Microbiology plus Lab	4	Equally Rigorous	1.0
MET1010	Meteorology	3	Equally Rigorous	0.5
OCE1001	Introduction to Oceanography	3	Equally Rigorous	0.5
PHY1020	Energy and Its Environmental Effects	3	Equally Rigorous	0.5
PHY1053	Elementary College Physics	3	Equally Rigorous	0.5
PHY1053/ PHY1053L	Elementary College Physics plus Lab	4	Equally Rigorous	1.0
PHY1054	Elementary College Physics II	3	Equally Rigorous	0.5
PHY1054/ PHY1054L	Elementary College Physics II plus Lab	4	Equally Rigorous	1.0
PHY2048	General Physics I	4	Equally Rigorous	0.5
PHY2048/ PHY2048L	General Physics I plus Lab	5	Equally Rigorous	1.0
PHY2049	General Physics II	4	Equally Rigorous	0.5

PHY2049/ PHY2049L	General Physics II plus Lab	5	Equally Rigorous	1.0
PSC1121	Introduction to Physical Sciences	3	Equally Rigorous	0.5

### SOCIAL STUDIES

Social studies requirements for high school graduation in Florida are prescribed by statute. Unless indicated on the list below, **all college social science courses taken through dual enrollment receive elective credit.**

*United States History.* Faculty reviewers have determined that the content in the sequence of AMHx010 and AMHx020 is comparable to the standards for United States History and, therefore, may be used as preparation for the associated End-Of-Course (EOC) assessment. For any other AMH course or set of courses taken through dual enrollment, the school district and postsecondary institution may determine if that course or set of courses may be used as preparation for the U.S. History EOC. The AMH courses on this list, or those designated by the school district, may each satisfy 0.5 U.S. History credits toward high school graduation.

*Economics.* Section 1003(4282(3)(d), FS, requires one-half credit in economics, which must include financial literacy. The district and college will determine if the local postsecondary economics course meets this requirement.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
AMH2010	History of the United States I	3	Social Studies: United States History (EOC)	0.5
AMH2020	History of the United States II	3	Social Studies: United States History (EOC)	0.5
POS1041	National Government	3	Social Studies: United States Government	0.5
WOH2012	History of Civilization I	3	Social Studies: World History	0.5
WOH2022	History of Civilization II	3	Social Studies: World History	0.5

# EARLY COLLEGE PROGRAM

## Tallahassee State College and Wakulla County School Board

### Introduction

The Early College Program Contract, as required by Section 1007.273(3), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee State College, hereinafter referred to as TSC, and the District School Board of Wakulla County, hereinafter referred to as the School Board.

The term of this Agreement shall be June 1, 2025 until May 31, 2026. Students may enroll in the Summer 2025 B Session.

The local Articulation Committee shall consist of the following: Committee members from the School Board will be appointed by the Superintendent of the School Board or designee. Committee members from TSC will be appointed by the President of TSC or designee.

### I. **A ratification or modification of all existing early college agreements**

This agreement replaces any existing agreement with TSC and the School Board regarding the Early College Program Contract.

### II. **Identify grade levels to be included in the early college program**

Eligible grades 11 and 12 students shall have access to the **Early College Program**. Qualified students may begin taking courses during the Summer B term immediately following the conclusion of their sophomore year. Other grade levels would need written permission from the Superintendent or designee.



### III. Description of the early college program, including the delineation of courses and industry certifications offered, including online course availability; high school and college credits earned for each postsecondary course completed and industry certifications earned; student eligibility criteria; and the enrollment process and relevant deadlines

The program will allow eligible students to complete a minimum of 30 credit hours. All TSC courses listed on the 2024-2025 State Board of Education Dual Enrollment Equivalency List are available to students. [Florida Department of Education](#) lists all the courses available to students, high school credit, and college credit earned for each course. Students may take courses on the main campus of TSC, on the High School campus, and/or online.

#### Student Eligibility

- Students must have a 3.5 unweighted high school GPA at the completion of their sophomore year. A GPA waiver will be given to students with a 3.25 to 3.49 unweighted high school GPA at the discretion of the high school principal or designee. The GPA waiver form must be completed and signed by the high school principal or designee at the time the **Early College** Program application is submitted.
- Students must be college ready in reading, writing, and mathematics based on eligible scores on the PERT, ACT, or SAT. Scores must be less than two years old at the time of enrollment.
- Students must maintain a 3.5 unweighted high school GPA to remain in the program. Students with a GPA waiver form must maintain an unweighted high school GPA between 3.25 and 3.49 to remain eligible. A waiver form is required each semester a student's high school GPA falls below 3.5.
- Students must maintain a 3.0 TSC GPA and a 75% successful completion rate in order to remain in the program. There are no exceptions. A collaborative planning meeting with school counselor, TSC advisor, student and parent/guardian is required before enrollment of the next semester for students who fall below 100% successful completion.

#### Enrollment Process

- Students must submit a TSC College Application.
- Students must submit a TSC **Early College** Program Application.
- Students must submit an official high school transcript.
- Students must submit official PERT, ACT, or SAT test scores.
- Students must submit a signed student performance contract.
- Students and parents must complete an advising session with TSC.

#### Deadline

- Applications and supporting documents are due by May 23, 2025.

**IV. Description of the methods, medium, and process by which students and their parents are annually informed about the availability of the early college program, the return on investment associated with participation in the program, and the information described in paragraphs (I) and (II)**

TSC will work collaboratively with the School Board to jointly provide information to students and their parents through information sessions. TSC will also provide information via the TSC website. TSC shall work with the high school to communicate directly with parents and students about the **Early College Program**.

The return on investment associated with participation in the program will be listed on TSC's website. The website will show that students have the opportunity to earn 30 credit hours at no cost to the student. Traditional college students pay \$100.83 per credit hour which is \$3,024.90 for a total of 30 credit hours. The average cost of textbooks is \$150.00 per course which is covered by the high school for fall and spring courses, the College covers textbook costs during Summer B session.

**V. Identification of the delivery methods for instruction and the instructors for all courses**

All online courses and main campus courses listed in Appendix A and listed in the TSC Catalog are available to the **Early College Program** students. All TSC instructors teaching online and main campus courses will be eligible to deliver instruction to the **Early College Program** students.

Courses that are offered on the high school campus will be taught by high school instructors who meet TSC's faculty credentials for teaching college level courses and have been interviewed by and approved by the appropriate TSC Dean or Associate Dean. Specific instructors may not be established at the time of this Agreement. Thus, an addendum to this Agreement will be added for each semester to specify high school course instructors.

**VI. Identification of student advising services and progress monitoring mechanisms**

TSC shall provide advising services to students participating in the **Early College Program**. TSC will designate a specific advisor to work with each student in the **Early College Program**. TSC will also work collaboratively with high school guidance counselors to provide guidance to students. TSC and the high school guidance counselors will jointly work to monitor the progress of students. TSC will use its Pathways to Persistence (P2P) early alert system to provide early alerts and progress surveys for students in the **Early College Program**. Both TSC and the School Board will ensure that students and their parents understand the amount of work necessary to succeed in college courses.

**VII. Description of a program review and reporting mechanism regarding student performance outcomes**

TSC’s Office of Institutional Effectiveness will provide an annual program review. TSC’s Office of Institutional Effectiveness will also provide relevant data regarding student performance outcomes annually to appropriate college and high school personnel. TSC’s Office of Academic Affairs will monitor and ensure quality and consistency.

TSC’s Office of Academic Affairs will ensure that all faculty are evaluated during the academic year. An academic dean or designee will make a classroom visit after which a written evaluation will be provided to the **Early College** Program faculty member for his/her signature. The evaluation will be maintained on file by TSC.

**VIII. Terms of funding arrangements to implement the early college program**

**Early College** Program students shall be exempt from paying tuition/registration, matriculation, and laboratory fees.

Textbook Costs & ADA Accommodation Costs  
Textbooks will be provided to students by the School Board during both the Fall and Spring semesters. Textbooks will be provided by the College during the Summer June Express term. Textbooks purchased by the School Board shall remain the property of the School Board as specified in Section 1007.271 (17), F.S. TSC will continue its efforts to reduce the cost of textbooks and materials to the School Board. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on TSC’s campus will be covered by TSC. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on the high school campus will be covered by the School Board.

Standard Tuition Rate  
According to 1007.273(6) and 1007.271, F.S., the School Board is required to pay the standard tuition rate per credit hour to TSC for instruction taking place on the college campus for dual-enrolled students. The approved standard tuition for FY 2023-2024 is \$71.98 per credit hour and \$2.33 per contact hour for career certificate programs. The rate will be charged for courses taking place on TSC’s main campus, TSC’s educational centers, and distance learning courses.

TSC will not charge tuition to the School Board for Summer dual enrollment students. TSC will not limit participation based upon capacity, F.S. 1007.271(4), in any term.

TSC will use the fees collected to enhance the **Early College** Program. TSC will promote **Early College** Program participation, increase capacity, and enrich the quality of services associated with the **Early College** Program. The School Board’s payment of

tuition to TSC will increase the number of counselors available to the **Early College** Program in order to help prepare students for the transition to college, counsel students on degree maps and programs of study, and track and provide feedback to students on their progress. TSC will also provide high school faculty and counselor training for dual enrollment.

#### Instructional Costs

It is the responsibility of the School Board to provide full instructional costs for **Early College** Program courses occurring on the high school site. For instruction occurring on the high school sites by college faculty, the School Board must reimburse TSC for the costs associated with the proportion of salary and benefits.

TSC cannot guarantee the availability of instructors for the **Early College** Program offered at the high school. Schools can assist TSC by recommending qualified School Board instructors for consideration for teaching **Early College** Program courses offered at the high school.

TSC regularly uses high school faculty to teach both dual enrollment and regular TSC courses and incorporates training, mentoring, and assessment of these faculty into its regular adjunct program. Therefore, TSC's costs associated with instruction occurring on the high school site by TSC-approved high school faculty who are paid by the School Board will be considered a normal part of TSC's obligation to its faculty for training and mentoring; no costs will be assessed.

#### Invoicing for Financial Obligations

TSC will invoice the School Board for financial obligations within 10 business days of TSC's Census date which is normally the 5<sup>th</sup> day of class each semester.

**IN WITNESS WHEREOF**, the School Board of Wakulla County, Florida, and The District Board of Trustees, Tallahassee State College, Florida, have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.273, F.S., **Early College** Program Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, The District Board of Trustees,  
Tallahassee State College, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Tallahassee State College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Wakulla County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Wakulla County School District

## Appendix A

### 2024-2025 Dual Enrollment Course – High School Subject Area Equivalency List for Tallahassee State College Courses

**\*\*\* Students will choose courses based on their graduation requirements, which will differ for various cohorts.\*\*\***

This list should not be interpreted as the total number of dual enrollment courses available. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment. Three-credit (or equivalent) postsecondary courses taken through dual enrollment that are not listed below shall be awarded at least 0.5 high school credits (postsecondary courses offered for fewer than three (3) credits may earn less than 0.5 high school credit), either as an elective or subject area credit as designated in the local dual enrollment articulation agreement.

Any upper-level (3000-4000) postsecondary course that uses as a prerequisite one of the courses on this list that are awarded 1.0 high school credit shall also receive 1.0 high school credit.

### ENGLISH

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
AML2301	Major American Writers	3	English	1.0
ENC1101	College Composition	3	English	1.0
ENC1101C	College Composition w/Corequisite	3	English	1.0
ENC1102	Argument and Persuasion	3	English	1.0
ENC2210	Technical Communications	3	English	0.5
ENL2000	British Literature	3	English	1.0
LIT2100	Masterpieces of World Literature	3	English	1.0

### FOREIGN LANGUAGE

Foreign Language Courses: All four-credit foreign language courses (including American Sign Language), shall be awarded one full high school elective credit. Courses offered for three credits are awarded at least 0.5 high school elective credit.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
FRE1120	Elementary French I	4	Elective: Foreign Language	1.0
FRE1121	Elementary French II	4	Elective: Foreign Language	1.0
GER1120	Elementary German I	4	Elective: Foreign Language	1.0
GER1121	Elementary German II	4	Elective: Foreign Language	1.0
ITA1120	Beginning Italian I	4	Elective: Foreign Language	1.0
ITA1121	Beginning Italian II	4	Elective: Foreign Language	1.0
LAT1120	Beginning Latin I	4	Elective: Foreign Language	1.0
LAT1121	Beginning Latin II	4	Elective: Foreign Language	1.0
SPN1120	Elementary Spanish I	4	Elective: Foreign Language	1.0
SPN1121	Elementary Spanish II	4	Elective: Foreign Language	1.0
SPN2220	Intermediate Spanish	4	Elective: Foreign Language	1.0
SPN2240	Intermediate Conversational Spanish I	3	Elective: Foreign Language	0.5

### MATHEMATICS

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
MAC1105	College Algebra	3	Mathematics	1.0
MAC1105C	College Algebra w/corequisite	3	Mathematics	1.0
MAC1114	Precalculus Trigonometry	3	Mathematics	1.0
MAC1140	Precalculus Algebra	3	Mathematics	1.0
MAC1147	Precalculus Algebra and Trigonometry	5	Mathematics	1.0
MAC2233	Calculus for Management	3	Mathematics	1.0
MAC2311	Calculus with Analytic Geometry I	5	Mathematics	1.0

MAC2312	Calculus with Analytic Geometry I	5	Mathematics	1.0
MAC2313	Calculus with Analytic Geometry I	4	Mathematics	1.0
MAP2302	Differential Equations	3	Mathematics	1.0
MGF1130	Mathematical Thinking	3	Mathematics	1.0
MGF1131	Mathematics in Context	3	Mathematics	1.0
STA2023	Introductory Statistics	3	Mathematics	1.0
STA2122	Introduction to Applied Statistics	4	Mathematics	1.0

### PERFORMING AND FINE ARTS

Subject area credit in Performing/Fine Arts is awarded for approved courses regardless of whether a lab is taken with the course.

All performing fine arts courses must be taken for 3.0 or more college credit hours in order to be guaranteed 0.5 high school credits.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
ARH2050	Introduction to Art History and Art Criticism I	3	Performing/Fine Arts	0.5
ARH2051	Introduction to Art History and Art Criticism II	3	Performing/Fine Arts	0.5
ARH2500	Non-Western Art History	3	Performing/Fine Arts	0.5
ART1150C	Introduction to Jewelry Making	3	Performing/Fine Arts	0.5
ART1202C	Design I	3	Performing/Fine Arts	0.5
ART2203C	Introduction to Design II	3	Performing/Fine Arts	0.5
ART1205C	Color: Theory and Practice	3	Performing/Fine Arts	0.5
ART1300C	Drawing I	3	Performing/Fine Arts	0.5
ART2301C	Drawing II	3	Performing/Fine Arts	0.5
ART1330C	Figure Drawing	3	Performing/Fine Arts	0.5
ART1340C	Beginning Illustration	3	Performing/Fine Arts	0.5



ART2400C	Introduction to Printmaking	3	Performing/Fine Arts	0.5
ART2500C	Painting I	3	Performing/Fine Arts	0.5
ART2501C	Painting II	3	Performing/Fine Arts	0.5
FIL2000	Film Appreciation	3	Performing/Fine Arts	0.5
FIL1031	History of Film I	3	Performing/Fine Arts	0.5
GRA1103C	Computer Based Design I	3	Performing/Fine Arts	0.5
MUH2011	Introduction to Music History	3	Performing/Fine Arts	0.5
MUL1110	Music Appreciation	3	Performing/Fine Arts	0.5
PGY2401C	Darkroom Photography	3	Performing/Fine Arts	0.5
PGY2801C	Photoshop	3	Performing/Fine Arts	0.5
SPC1017	Fundamentals of Interpersonal Communication	3	Performing/Fine Arts	0.5
SPC2608	Public Speaking	3	Performing/Fine Arts	0.5
THE1000	Introduction to the Theatre	3	Performing/Fine Arts	0.5
TPP2110	Fundamentals of Acting	3	Performing/Fine Arts	0.5
TPP2111	Advanced Acting	3	Performing/Fine Arts	0.5

## SCIENCE

### Criteria for Awarding High School Subject Area Credit in Science:

- Since all high school science courses (with lab) are awarded 1.0 high school science credits, then all college-level dual enrollment science courses (with lab) will be awarded 1.0 high school science credits.

- College-level dual enrollment science course **taken without a lab component** will be awarded 0.5 high school science credits.

- Note: Section 1003.428(2)(a)3, Florida Statutes, states that high school graduation requirements include successful completion of “Three credits in science, two of which must have a laboratory component.” Regardless of the number of science credits earned through dual enrollment, the requirement of two sciences **with a lab component** must be met to graduate.

Section 1003.428, Florida Statutes, requires three credits in science. One of the three credits must be Biology I or a series of courses equivalent to Biology I, one credit must be chemistry or physics or a series of courses equivalent to chemistry or physics, and one credit must be an equally rigorous course.

Biology I. Faculty reviewers have determined that the content in the sequence of BSCx010 and BSCx011 is comparable to the standards for Biology I and therefore may be used as preparation for the associated End-of-Course (EOC) assessment. BSCx010 and BSCx011 each may be assigned as an “equally rigorous” science course, but both must be completed for equivalency to Biology I and as preparation for Biology I EOC.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
AST1002	Introduction to Astronomy	3	Equally Rigorous	0.5
BOT1000	Plant Science	3	Equally Rigorous	0.5
AST1002	Introduction to Astronomy	3	Equally Rigorous	0.5
BSC1005	Introduction to the Biological Sciences	3	Equally Rigorous	0.5
BSC1005/ BSC1005L	Introduction to the Biological Sciences plus Lab	4	Equally Rigorous	1.0
BSC2010	Biology for Science Majors I	3	Biology I (with BSCX011) or Equally Rigorous	0.5
BSC2010/ BSC2010L	Biology for Science Majors I plus Lab	4	Biology I (with BSCX011) or Equally Rigorous	1.0
BSC2011	Biology for Science Majors II	3	Biology I (with BSCX010) or Equally Rigorous	0.5
BSC2011/ BSC2011L	Biology for Science Majors II plus Lab	4	Biology I (with BSCX010) or Equally Rigorous	1.0
BSC1020	Introduction to Human Biological Sciences	3	Equally Rigorous	0.5
BSC1084C	Human Biology: Essentials of Anatomy and Physiology	4	Equally Rigorous	1.0
BSC2085	Anatomy and Physiology I	3	Equally Rigorous	0.5
BSC2085/ BSC2085L	Anatomy and Physiology I plus Lab	4	Equally Rigorous	1.0
BSC2086	Anatomy and Physiology II	3	Equally Rigorous	0.5
BSC2086/ BSC2086L	Anatomy and Physiology II plus Lab	4	Equally Rigorous	1.0
CHM1020	Chemistry for General Education	3	Equally Rigorous	0.5

CHM1032	General Chemistry for Allied Health	3	Equally Rigorous	0.5
CHM1032/ CHM1032L	General Chemistry for Allied Health plus Lab	4	Equally Rigorous	1.0
CHM1045	General Chemistry I	3	Equally Rigorous	0.5
CHM1045/ CHM1045L	General Chemistry I plus Lab	4	Equally Rigorous	1.0
CHM1046	General Chemistry II	3	Equally Rigorous	0.5
CHM1046/ CHM1046L	General Chemistry II plus Lab	4	Equally Rigorous	1.0
CHM2210	Organic Chemistry I	3	Equally Rigorous	0.5
CHM2210/ CHM2210L	Organic Chemistry I plus Lab	4	Equally Rigorous	1.0
CHM2211	Organic Chemistry II	3	Equally Rigorous	0.5
CHM2211/ CHM2211L	Organic Chemistry II plus Lab	4	Equally Rigorous	1.0
ESC1000	Earth and Its Environment	3	Equally Rigorous	0.5
ESC1000/ ESC1000L	Earth and Its Environment plus Lab	4	Equally Rigorous	1.0
EVR1001	Introduction to Environmental Sciences	3	Equally Rigorous	0.5
GLY2010	Physical Geology	3	Equally Rigorous	0.5
GLY2010/ GLY2010L	Physical Geology plus Lab	4	Equally Rigorous	1.0
GLY1030	Environmental Geology	3	Equally Rigorous	0.5
MCB2004	General Microbiology	3	Equally Rigorous	0.5
MCB2004/ MCB2004L	General Microbiology plus Lab	4	Equally Rigorous	1.0
MET1010	Meteorology	3	Equally Rigorous	0.5
OCE1001	Introduction to Oceanography	3	Equally Rigorous	0.5
PHY1020	Energy and Its Environmental Effects	3	Equally Rigorous	0.5
PHY1053	Elementary College Physics	3	Equally Rigorous	0.5
PHY1053/ PHY1053L	Elementary College Physics plus Lab	4	Equally Rigorous	1.0
PHY1054	Elementary College Physics II	3	Equally Rigorous	0.5
PHY1054/ PHY1054L	Elementary College Physics II plus Lab	4	Equally Rigorous	1.0
PHY2048	General Physics I	4	Equally Rigorous	0.5
PHY2048/ PHY2048L	General Physics I plus Lab	5	Equally Rigorous	1.0
PHY2049	General Physics II	4	Equally Rigorous	0.5

PHY2049/ PHY2049L	General Physics II plus Lab	5	Equally Rigorous	1.0
PSC1121	Introduction to Physical Sciences	3	Equally Rigorous	0.5

### SOCIAL STUDIES

Social studies requirements for high school graduation in Florida are prescribed by statute. Unless indicated on the list below, **all college social science courses taken through dual enrollment receive elective credit.**

*United States History.* Faculty reviewers have determined that the content in the sequence of AMHx010 and AMHx020 is comparable to the standards for United States History and, therefore, may be used as preparation for the associated End-Of-Course (EOC) assessment. For any other AMH course or set of courses taken through dual enrollment, the school district and postsecondary institution may determine if that course or set of courses may be used as preparation for the U.S. History EOC. The AMH courses on this list, or those designated by the school district, may each satisfy 0.5 U.S. History credits toward high school graduation.

*Economics.* Section 1003(4282(3)(d), FS, requires one-half credit in economics, which must include financial literacy. The district and college will determine if the local postsecondary economics course meets this requirement.

<b>TSC Course</b>	<b>TSC Course Title</b>	<b>TSC Credit Hours</b>	<b>High School Graduation Subject Requirement Satisfied</b>	<b>High School Credit Awarded</b>
AMH2010	History of the United States I	3	Social Studies: United States History (EOC)	0.5
AMH2020	History of the United States II	3	Social Studies: United States History (EOC)	0.5
POS1041	National Government	3	Social Studies: United States Government	0.5
WOH2012	History of Civilization I	3	Social Studies: World History	0.5
WOH2022	History of Civilization II	3	Social Studies: World History	0.5

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Calandra Stringer, Ph.D.  
Vice President and Provost

**SUBJECT:** Academic Curriculum Changes

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**Item Description**

This item presents new programs, new courses, course revisions, and updates for course lab fees.

**Overview and Background**

The Academic Planning Committee members review and make recommendations for Board approval for new and revised curricula.

The College proposes the Artificial Intelligence Practitioner program. This new program will prepare individuals with technical knowledge of artificial intelligence tools and their real-world applications. The proposed program is one of the fastest growing occupations for Leon, Gadsden, and Wakulla with a median hourly wage of \$45.87.

Additionally, the College is proposing a Landscape and Turf Management Career Certificate. This program is 900 clock hours and there are 363 job openings in Gadsden, Leon, and Wakulla counties. This program is for individuals currently working in the industry who desire to become credentialed, as well as those who wish to pursue a new career in the agriculture industry.

The College is also proposing to revise courses that were previously general education courses. The courses were changed to elective courses after completing the state-directed general education institutional review. The proposed revisions allow the institution to remove the college-ready pre-requisite and make the elective courses accessible to more students. TSC is also proposing lab fees for the new courses as well as updating lab fees for 4 courses due to the increase in the cost of items.

**Funding/ Financial Implications**

None

**Past Actions by the Board**

The Board approved curricula revisions annually.

**Recommended Action**

Approve the proposed academic curriculum changes.

## **NEW PROGRAMS**

### **Artificial Intelligence Practitioner College Credit Certificate (18 credit hours)**

This program is part of the Applied Artificial Intelligence AS degree program and includes the AWS Artificial Intelligence Practitioner Industry Certification. This is one of the fastest growing occupation that has 808 job openings in Gadsden, Leon, and Wakulla counties with a 9.4% projected growth according to Florida Commerce. The median hourly wage is \$45.87.

Program courses:

- CAI 1001C Artificial Intelligence (AI) Thinking (3 credit hours)
- CAI 2001C Machine Learning Foundations (3 credit hours)
- CAI 2300C Introduction to Natural Language Processing (4 credit hours)
- CAI 2840C Introduction to Computer Vision (4 credit hours)
- COP 1047C Introduction to Python Programming (4 credit hours)

### **Landscape and Turf Management Career Certificate (900 clock hours)**

According to Florida Commerce, this program consists of 363 job openings in Gadsden, Leon, and Wakulla counties with a 5.6% projected growth. The median hourly wage is \$21.74.

Program courses:

- ORH 0862 Nursery Workers (300 clock hours)
- ORH 0802 Landscaping and Grounds Keeping (450 clock hours)
- ORH 0803 Landscaping and Grounds Keeping Supervisors (150 clock hours)

## **NEW COURSES**

Course ID	Course Name	Rationale for New Course	Proposed Lab Fee
ORH 0862	Nursery Workers	Part of the new Landscape and Turf Management Career Certificate	\$100
ORH 0802	Landscaping and Grounds Keeping	Part of the new Landscape and Turf Management Career Certificate	\$200
ORH 0803	Landscaping and Grounds Keeping Supervisors	Part of the new Landscape and Turf Management Career Certificate	\$100

## COURSE REVISIONS

Course ID	Course Name	Type of Change	Current	Proposed	Rationale for Change
HSC1100	Concepts of Positive Living	Prerequisite	Prerequisite: documented exemption, appropriate placement scores, or completion of developmental education reading and writing.	Prerequisite: none	This course is an elective and prerequisite is not necessary.
HSC2200	Principles of Contemporary Living	Prerequisite	Prerequisite: documented exemption, appropriate placement scores, or completion of developmental education reading and writing.	Prerequisite: none	This course is an elective and prerequisite is not necessary.
HSC2531	Medical Terminology	Prerequisite	Prerequisite: documented exemption, appropriate placement scores, or completion of developmental education reading.	Prerequisite: none	This course is an elective and prerequisite is not necessary.
HUN1201	The Science of Nutrition	Prerequisite	Prerequisite: documented exemption, appropriate placement scores, or completion of developmental education reading, writing and mathematics.	Prerequisite: none	This course is an elective and prerequisite is not necessary.



**Course Lab Fee Updates:**

Course ID	Course Name	Rationale for Fee Update	Proposed Lab Fee
CJK 0020	Vehicle Operations	Update to the cost of items	\$262
CJK 0031	First Aid for Criminal Justice Officers	Update to the cost of items	\$95
CJK 0040	Criminal Justice Firearms	Update to the cost of items	\$495
FFP 0030	Firefighter I	Update to the cost of items	\$656

October 21, 2024

**MEMORANDUM**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Fund Analysis - September

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**Item Description**

This item is to provide the Board a summary of the College's operating revenues and expenses as of 9/30/2024.

**Overview and Background**

As directed in the Florida Public Community College Accounting Manual, revenues from state appropriations, student tuition and fees, interest earned, and other contributions are recorded and monitored in the College's operating fund (fund 1). Expenditures for direct instruction expenses are also recorded in the operating fund.

In accordance with Florida Statutes (1011.01), the Board of Trustees must approve the College's operating fund budget each fiscal year. The College monitors the operating fund activity to ensure approved budget limits are maintained. Additionally, the Board has requested a report of all purchases over \$100,000, but less than \$325,000. The report for the month of September is attached to this item.

**Past Actions by the Board**

For information only, no Board action required.

**Funding/ Financial Implications**

The College continues to be in sound financial condition.

**Recommended Action**

Presented as an information item only.

**Tallahassee State College Fund Analysis  
Unrestricted Current Fund  
As of September 30, 2024**

<b>REVENUE</b>	<b>September Actual</b>	<b>Monthly Budget</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Annual Budget</b>	<b>% of YTD Budget</b>
Student Fees	\$ 452,783	\$ 2,654,057	\$ 13,276,985	\$ 7,962,170	\$ 31,848,678	42%
State Support	2,929,708	3,589,169	9,917,773	10,767,506	43,070,023	23%
Federal Support	22,660	62,500	101,936	187,500	750,000	14%
Other Revenue	103,990	145,833	440,443	437,500	1,750,000	25%
<b>TOTAL REVENUE</b>	<b>3,509,141</b>	<b>6,451,558</b>	<b>23,737,137</b>	<b>19,354,675</b>	<b>77,418,701</b>	<b>31%</b>
<b>EXPENSES</b>	<b>September Actual</b>	<b>Monthly Budget</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Annual Budget</b>	<b>% of YTD Expenses</b>
<b><u>PERSONNEL COSTS</u></b>						
Administrative	287,212	320,833	955,240	962,500	3,850,000	25%
Instructional	1,238,121	1,208,333	3,823,462	3,625,000	14,500,000	26%
Non-Instructional	1,464,270	1,625,000	4,466,950	4,875,000	19,500,000	23%
OPS	828,309	625,000	1,545,725	1,875,000	7,500,000	21%
Personnel Benefits	1,130,748	1,089,058	3,405,402	3,267,175	13,068,701	26%
<b>TOTAL PERSONNEL COSTS</b>	<b>4,948,660</b>	<b>4,868,225</b>	<b>14,196,779</b>	<b>14,604,675</b>	<b>58,418,701</b>	<b>24%</b>
<b><u>CURRENT EXPENSES</u></b>						
Services	388,713	370,213	1,396,988	1,110,638	4,442,551	31%
Material & Supplies	309,657	285,224	1,061,405	855,671	3,422,685	31%
Other Current Charges	372,652	761,230	2,735,926	2,283,691	9,134,764	30%
<b>TOTAL CURRENT EXPENSES</b>	<b>1,071,022</b>	<b>1,416,667</b>	<b>5,194,319</b>	<b>4,250,000</b>	<b>17,000,000</b>	<b>31%</b>
<b>CAPITAL OUTLAY</b>	<b>11,402</b>	<b>166,667</b>	<b>17,103</b>	<b>500,000</b>	<b>2,000,000</b>	<b>1%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 6,031,084</b>	<b>\$ 6,451,558</b>	<b>\$ 19,408,201</b>	<b>\$ 19,354,675</b>	<b>\$ 77,418,701</b>	<b>25%</b>

**Purchase Orders from \$100,000 to \$324,999 +**

**Issued in September 2024**

<b>Purchase Order</b>	<b>PO Issue Date</b>	<b>Supplier</b>	<b>Total PO Amount</b>	<b>Description</b>	<b>Approval/Exemption</b>
PO-021472	9/6/2024	Mantra Health, Inc.	200,689.00	Contracted online mental health services provided to students.	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(f) - Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.
PO-021490	9/9/2024	French & Company, Inc.	187,470.00	Central Utility Plant (CUP) cooling tower replacement.	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(e) - Services or commodities available only from a single or sole source.
PO-021562	9/16/2024	TeamDynamix Solutions LLC	118,089.93	Annual site license for project and portfolio management; includes IT service management capabilities.	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(g) - Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

October 21, 2024

**MEMORANDUM**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Renewal of Professional Services Contract – Legal Services

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**Item Description**

This item is a request for approval to renew the professional services contract with Andrews, Crabtree, Knox and Longfellow, LLP, effective November 1, 2024 through October 31, 2025.

**Overview and Background**

At its October 2020 meeting, the Board approved the College's request to contract with Andrews, Crabtree, Knox and Longfellow, LLP for legal services to the College, with options for annual renewals for up to five (5) years.

This approval would be the fourth annual renewal.

**Funding/ Financial Implications**

The annual cost for these professional services of \$220,500 were included in the College's annual operating budget.

**Past Actions by the Board**

At its October 2020 meeting, the Board approved the College's request to contract with Andrews, Crabtree, Knox and Longfellow, LLP for legal services from November 1, 2023 through October 31, 2024.

**Recommended Action**

Approval of the renewal of the professional services agreement with Andrews, Crabtree, Knox and Longfellow, LLP for one (1) year.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ATTORNEY SERVICES**

THIS AGREEMENT for Professional Services entered the 1<sup>st</sup> day of November, 2024, by and between The DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE STATE COLLEGE, 444 Appleyard Drive, Tallahassee, Florida, 32304, hereinafter referred to as the "BOARD" and Andrews, Crabtree, Knox & Longfellow, LLP, hereinafter referred to as the "FIRM." This Agreement shall bind the parties upon its execution by their representatives upon the date of the last signature.

WHEREAS the FIRM is needed to represent the BOARD, to render legal services for the BOARD and to serve as the legal advisor to the BOARD, the President and others in accordance with this Agreement.

WHEREAS, the FIRM has the expertise necessary to perform the duties and responsibilities outlined in the Agreement.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I – ENGAGEMENT OF THE FIRM**

The BOARD agrees to engage the FIRM and the FIRM agrees to perform the services set forth below. The FIRM understands and agrees that all services contracted for are to be performed solely by the FIRM and may not be subcontracted for or assigned without the prior written consent of the BOARD.

**ARTICLE II – SCOPE OF SERVICES**

The FIRM agrees under the supervision of the BOARD or its designees to perform certain professional services more particularly described as follows:

- A Represent the BOARD in legal matters pertaining to the Tallahassee State College, hereinafter called the COLLEGE, with respect to preparation and execution of contracts, purchase orders, administrative and

personnel matters, real estate transactions, litigation and other legal matters of COLLEGE employees relating to their employment by the COLLEGE. The FIRM shall attend and provide counsel to the BOARD at Board meetings and other conferences called by the BOARD. The FIRM shall be available at all times for consultation with the BOARD, its Chairman and the President and delegated members of the Administrative Staff authorized by the BOARD to confer with the FIRM concerning legal affairs of the COLLEGE. The scope of this agreement excludes legal services provided through assignment by the Florida College System Risk Management Consortium or matters related to governmental relations external to the COLLEGE.

- B. Review and analyze BOARD legal files, data, documents, and other materials concerning the above matters and advise on recommended legal course.
- C. Prepare and file pleadings, or motions, or briefs which may be required and represent the BOARD in any related litigation.
- D. Initiate and conduct discovery, including depositions, on behalf of the BOARD and represent the BOARD in discovery initiated by opposing parties.
- E. Represent the BOARD at trial or on appeal.
- F. Attend and participate in meetings, conference calls, field trips, or the like and report on the status of legal matters.
- G. Acquire specialty legal services when necessary with concurrence of College president. Review specialty attorney service contracts, engagement letters, or retainer agreements. Review specialty attorney service invoices and advise College president as to reasonableness and necessity for specialized legal services.

### **ARTICLE III - COMPENSATION FEES**

- A. The BOARD shall be billed in accordance with Exhibit A, the agreed-

upon billing rates for partners, of counsel, associates, and paralegals of the FIRM.

- B. Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials, and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.
- C. Billable hours shall be measured in six (6) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the BOARD.
- D. Premium rates will not be paid for overtime work.

#### **ARTICLE IV – COMPENSATION COSTS**

- A. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior written authorization by the COLLEGE Contract Administrator and shall be reimbursed based upon documented charges. The BOARD shall not pay for firm surcharges added to third party vendor charges.
- B. Non-routine office overhead expenses such as long-distance telephone calls, long distance facsimile transmissions, long distance courier services, bulk mailing, bulk third-party copying, blueprints, x-rays, photographs, and computer-assisted legal resource services must be justified to the BOARD and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$1,000 per month, written approval from the BOARD's Contract Administrator must be obtained by the FIRM, prior to the expenditure of funds. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.
- C. The FIRM shall only bill the BOARD for the proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is also applicable to other clients.



- D. Exceptional non-routine office overhead expenses must be expressly defined in the Agreement or in an Amended Agreement and approved by the Board before being incurred.
- E. The FIRM shall notify the BOARD contract administrator when costs reach \$500,000 per month. Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

#### **ARTICLE V – FORMAT FOR INVOICES**

Each statement for fees and costs shall be submitted after the services have been rendered, in a format that includes, at a minimum, the following information:

- A. Case name and number, if applicable, or other legal matter reference.
- B. Invoice number for the particular bill.
- C. FIRM taxpayer identification number.
- D. Inclusive dates of the month covered by the invoice.
- E. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the BOARD to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the FIRM performed work; their hourly rate (if hourly) as specified in Exhibit A, and any billing rate that is for some reason different from the one furnished in Exhibit A. If billing is based on other than an hourly rate, the basis for the billing must be explained in this section. A listing of all invoiced costs to be reimbursed pursuant to Article IV – COMPENSATION COSTS section. Invoiced costs must be accompanied by copies of actual receipts.

The total of only the current bill. Prior balances or payment history should be shown separately, if at all. A certification statement, signed by the FIRM's contract administrator, that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the Agreement between Andrews, Crabtree, Knox & Andrews, LLP and the

BOARD." Any other information as may be requested by the BOARD's Contract Administrator.

**ARTICLE VI – ADMINISTRATION OF AGREEMENT**

- A. The BOARD Contract Administrator is the College's Vice President for Administrative Services / Chief Business Officer.
- B. The FIRM Contract Administrator is Riley Landy.
- C. All written approvals referenced in this Agreement must be obtained from the parties' Contract Administrator or their designees. This contract shall be governed by and construed under the laws of the State of Florida.
- D. All notices must be given to the parties' Contract Administrator.

**ARTICLE VII – STATUS REPORTING**

- A. The FIRM shall provide the President with a monthly status report of current administrative actions and litigation involving the COLLEGE;
- B. The FIRM will provide immediate notice by e-mail or facsimile transmission and telephone regarding significant legal developments that will likely result in media inquiries.

**ARTICLE VIII – OTHER AVAILABLE SERVICES**

Upon receiving approval from the BOARD, the FIRM shall use existing College Agreements, when available and cost effective, to acquire services (e.g., computer assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

**ARTICLE IX – PUBLIC RECORDS**

All documents prepared pursuant to this Agreement that constitute attorney work product, as defined in Section 119.07(1), Fla. Stat., shall be marked with a

notice stating that the information contained in that document is exempt from disclosure for a period of time in accordance with the Public Records Law.

**ARTICLE X – SPECIAL CONDITIONS**

- A. The FIRM will make affirmative efforts to achieve cost effectiveness by consolidating court hearing, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
- B. Multiple staffing at meetings, hearings, depositions, trials, etc., by the FIRM will not be compensated unless prior written approval from the BOARD's Contract Administrator has been obtained.
- C. The FIRM agrees that all documents shall be promptly returned at the termination of the FIRM's involvement in the case or matter at hand.
- D. All documents intended to be provided to third parties or college employees filed with a court or agency must be sent to the BOARD's Contract Administrator with enough lead time to allow for meaningful review, unless waived by the BOARD's Contract Administrator. Copies of final or as-filed documents should also be sent to the BOARD's Contract Administrator.
- E. All discovery, including depositions, document production, etc., shall be coordinated by the BOARD's Contract Administrator and the FIRM's Contract Administrator to avoid needless duplication of efforts.
- F. All documents prepared pursuant to this Agreement are subject to Florida's Public Records Law. Refusal of the FIRM to allow public access to such records as required by such law shall constitute grounds for unilateral cancellation of this Agreement. Documents prepared for litigation or in anticipation of litigation, including administrative actions, shall not be subject to public access until the action is concluded.

#### **ARTICLE XI – TERM OF CONTRACT**

- A. The term of this Agreement shall begin upon execution and shall be effective through October 31, 2025. The contract may be renewed on an annual basis with four (4) consecutive one (1) year renewals for a total contract period of five (5) years.
- B. If this Agreement is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the FIRM under this Agreement shall be made available to and for the exclusive use of the BOARD.

#### **ARTICLE XII – AMENDMENTS**

Either party may, from time to time, request changes under this Agreement. Such changes which are mutually agreed upon shall be incorporated in written amendments to this Agreement.

#### **ARTICLE XIII – ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire Agreement of the parties and is not intended to create any third-party beneficiaries. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or Agreements on this subject.

#### **ARTICLE XIV – INDEPENDENT FIRM**

The FIRM is an independent contractor consistent with the Rules of Professional Conduct, and is not an employee or agent of the BOARD. Nothing in this agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the BOARD and the FIRM, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

**ARTICLE XV - LIABILITY**

The BOARD shall not assume any liability for the acts, omissions, or negligence of the FIRM, its agents, servants, and employees.

The firm shall maintain, during the period of this Agreement, a professional liability insurance policy for the professional services to be rendered.

**ARTICLE XVI - NON-DISCRIMINATION**

The FIRM shall comply with all federal, state, and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, disability, or national origin in the performance of work.

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates of their signatures.

**THE DISTRICT BOARD OF TRUSTEES  
OF TALLAHASSEE STATE COLLEGE**

By: \_\_\_\_\_  
Karen Moore  
Board Chair

ATTEST: \_\_\_\_\_  
Date:

**FIRM**

By: \_\_\_\_\_  
Craig Knox

ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A - FEE SCHEDULE**

Billing Schedule:

Effective November 1<sup>st</sup>, 2024, an annual flat fee is to be paid in equal monthly installments. The firm proposes to do the College community's legal work for the fee of \$220,500 per year, plus reasonable expenses.

The above listed schedule of rates is guaranteed through the duration of this Agreement. Adjustment by the parties shall be documented in writing by amendment to the Agreement.

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Guaranteed Maximum Price – TSC Center for Innovation (CFI) Third Floor Renovations Project – Correct Contractor Typo Error

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**Item Description**

This item requests approval of the Guaranteed Maximum Price (GMP) for the TSC Center for Innovation (CFI) Third Floor Renovations Project. Please note this item was previously approved at the September 16, 2024 BOT Meeting but listed the wrong contractor due to a typo error. The correct contractor for this project is Childers Construction Company.

**Overview and Background**

This project includes renovations to the third floor at TSC's downtown Center for Innovation (CFI) Building No. 01. Scope includes improvements to the doors, windows, interior finishes, fire system, plumbing, HVAC and electrical. The building will remain partially occupied during construction and is located at TSC Center for Innovation (CFI) Campus (Site 4), 300 West Pensacola Street, Tallahassee, FL 32301.

The requirements for the GMP solicitation process were reviewed and completed by Childers Construction Company. The bid specifications were approved by TSC and Childers Construction Company and released to the public on July 26, 2024. Proposals from sub-contractors were opened on August 27, 2024 and evaluated accordingly.

As a result of the solicitation, the Guaranteed Maximum Price (GMP) for the TSC Center for Innovation (CFI) Third Floor Renovations Project is \$735,048.00 with supporting documents attached. The GMP total includes the base bid of \$688,930.00 with the acceptance of Alternate#1 \$11,713.00, Alternate#2 \$31,030.00 and Alternate#3 \$3,375.00.

**Funding/ Financial Implications**

The Guaranteed Maximum Price (GMP) for this project is \$735,048. This construction contract will be funded from Local College funds.

**Past Actions by the Board**

The Board approved the Pre-Qualified Construction Manager at Risk (CMAR), Childers Construction Co. under RFQ 2024-02 Pre-Qualification of Construction Manager Services, at the June 17, 2024 BOT meeting.

**Recommended Action**

Approve the attached Construction Manager Contract and Guaranteed Maximum Price from Childers Construction Co, for the TSC Center for Innovation (CFI) Third Floor Renovations Project.



## AGREEMENT BETWEEN THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE STATE COLLEGE AND CONSTRUCTION MANAGER FOR CERTAIN PROJECTS

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THIS AGREEMENT made this 16<sup>th</sup> day of **September, 2024**, between The District Board of Trustees of Tallahassee State College (hereinafter called “TSC”) and **Childers Construction Co.** (hereinafter called the Construction Manager”).

Whereas, the primary intent of this Agreement is to obtain construction management services for the TSC project, **Center for Innovation (CFI) 3rd Floor Renovations**.

To carry out the intent of this Agreement, TSC and the Construction Manager agree as set forth below:

### ARTICLE 1

#### Definitions

- 1.1 Terms used in this Agreement shall have the following meanings:
  - 1.1.1 “Contract Documents” means this Agreement and all other documents relevant to the services, projects, and construction addressed in this Agreement.
  - 1.1.2 “Trade Contractor” means any contractor or subcontractor providing construction and/or services related to the projects herein. “Trade Contractor” and “Subcontractor” shall be used interchangeably.

### ARTICLE 2

#### The Construction Team and Extent of Agreement

- 2.1 The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Architect/Engineer and TSC’s representatives, where applicable, in furthering the interests of TSC and meeting its obligations under this Agreement. The Construction Manager agrees to furnish efficient business administration, management, and superintendence and to use its best efforts to complete the Projects to which it is assigned in an expeditious, competent, and economical manner consistent with the interests of TSC.
- 2.2 The Construction Team: The Construction Manager, TSC, TSC’s representative, and the Architect/Engineer (collectively the “Construction Team”) will work as a team through the commencement of Construction Manager’s services and construction completion. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect/Engineer will provide leadership to the Construction Team on all matters relating to design.
- 2.3 Extent of the Agreement: This Agreement is complementary to the Drawings and Specifications, Project Manuals, Purchase Orders, and any future specific agreements between the parties, and together with them, represents the entire agreement between TSC and the Construction Manager and supersedes all prior negotiations, representations or agreements. If this Agreement conflicts with the Drawings and Specifications, Project Manuals, Purchase Orders, or any other future agreements between the parties, this

Agreement shall control unless expressly provided for otherwise in a writing signed by both parties. Where this Agreement is silent, the requirements of the Drawings and Specifications, Project Manual and purchase orders will prevail. This Agreement may be amended only by written instrument signed by TSC and the Construction Manager.

### ARTICLE 3

#### Construction Manager's Services

- 3.1 The Construction Manager's Basic Services under this Agreement include construction and management services for certain Projects which cost \$0 - \$4,000,000 each (Projects). Each specific Project will be described in a Purchase Order pursuant to the terms of this Agreement. The Purchase Order shall be considered part of the Contract Documents and incorporated into this Agreement. The Construction Manager will submit a guaranteed maximum price proposal for each Project. Should TSC and Construction Manager not reach an agreement (which would be confirmed by a Purchase Order) on the Project, TSC reserves the right to cease negotiations for that Project and perform the work by other means, including but not limited to employing a different construction manager, without affecting this Agreement or any other Project.
- 3.2 The Construction Manager shall cooperate closely with the Architect/Engineer, TSC, TSC's representative, and the building code inspector and shall be responsible for the successful completion of the Projects.
- 3.3 Unless otherwise authorized by TSC, all Work shall be performed under Trade Contracts held by the Construction Manager. **The Construction Manager may not bid any of the Trade Contractor Work** or perform such Work with its own forces or employees unless it obtains prior written consent of TSC. The Construction Manager shall:
  - 3.3.1 Provide preliminary evaluation of the Project and Project budget requirements, each in terms of the other. Assist TSC and the Architect/Engineer in achieving mutually agreed upon Project and Project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems.
  - 3.3.2 Review all design documents for constructability and compliance with applicable laws, rules, codes, design standards, and ordinances. Prior to bid, without assuming the responsibilities of the Architect/Engineer, the Construction Manager shall bring to TSC's attention any Work or construction items necessary to deliver to TSC an operational and complete Project.
  - 3.3.3 Advise about site use and improvements, selection of materials, building systems, and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurements, installation and construction, and factors related to cost.
  - 3.3.4 Provide for a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect/Engineer's services, and TSC's responsibilities with anticipated construction schedules.

- 3.3.5 Coordinate the documents related to Construction Manager's services, consult with TSC and the Architect/Engineer regarding Drawings and Specifications, and recommend alternative solutions whenever design details affect construction feasibility, cost, or schedules.
- 3.3.6 Develop a Project Construction Schedule providing all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor or subcontractor. Provide the Project Construction Schedule for each set of bidding documents. Continually update cost estimates and make recommendations to keep each Project within the budget.
- 3.3.7 Administer the construction as provided herein and in accordance with any further terms and/or conditions that might apply. Unless otherwise provided for in this Agreement or in the Purchase Order for each individual Project, the Work and Construction Manager's services hereunder will comply with the following: the current edition of AIA Document A201, General Conditions and Supplementary General Conditions; and the document forms and Special Conditions contained in the Project Manual for each Project.
- 3.3.8 For each Project, ensure that the Work is commenced within 10 days after receipt of the executed Purchase Order and Notice to Proceed from TSC.
- 3.3.9 Develop Trade Contractor interest in the Project and conduct pre-bid conferences with interested bidders to review the relevant documents. Take competitive bids on the Work of the various Trade Contractors. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with TSC and Architect/Engineer a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the designated scope of Work. Specifically, review the scope of Work in detail with apparent low and best bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to TSC and Architect/Engineer for award of Trade Contracts by the Construction Manager identifying the Minority Business Enterprises to be utilized. Promptly award and execute Trade Contracts with Trade Constructors that are approved by TSC. Provide copies of fully executed Trade Contracts, insurance certificates, and bonds to TSC.
- 3.3.10 Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, in conformity with this Agreement and the activities and responsibilities of TSC, Architect/Engineer and Construction Manager in order to complete each Project in accordance with TSC's objectives of cost, time and quality. Develop and maintain a program, acceptable to TSC and Architect/Engineer, to assure quality control of the construction. Supervise the Work of all subcontractors, providing instructions to each when its Work does not conform to the requirements of the plans and specifications and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and the Architect/Engineer over acceptability of Work and conformance with the requirements of the specifications and plans, TSC shall be the final judge of performance and acceptability.

- 3.3.11 Maintain exclusively for each Project the level of staff at the Project site necessary to coordinate, manage, and direct the Work and progress of the Trade Contractors on the Project. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with that provided in Construction Manager's response to the Request for Proposals, consistent with the industry standards within the construction industry, and shall not be removed or replaced without TSC's consent which shall not be unreasonably withheld. TSC shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to TSC. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.
- 3.3.12 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.
- 3.3.13 Establish procedures for coordination among TSC, Architect/Engineer, Trade Contractors and Construction Manager with respect to all aspects of the Work. Implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.
- 3.3.14 Provide contract administration and recommend approval of payments; monitor and record the construction progress; review and approve as-builts and maintenance and warranty manuals from all subcontractors; and keep a daily log of all site visits and observations.
- 3.3.15 Require of the various Trade Contractors such drawings and specifications as may be necessary to properly coordinate the Work among the Trade Contractors.
- 3.3.16 In coordination with the Architect/Engineer, establish and Implement procedures for the efficient processing and disbursement of shop drawings and samples, as reasonably required to perform the Work and construction contemplated herein.
- 3.3.17 Consider TSC's Minority Business Enterprise ("MBE") requirements when developing bid packages. TSC has established a goal of 30% MBE participation on each Project and the Construction Manager shall encourage and utilize minority enterprises in the performance of the services described in each project, if warranted. The award of subcontracts or trade contracts should include the full diversity of the citizens of the State of Florida, if warranted
- 3.3.18 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, construction progress, schedules, shop drawing status and other information as necessary. Provide prior notice to TSC and Architect/Engineer of all such meetings, and prepare and distribute minutes of such meetings. Attend periodic Team meetings scheduled by the Architect/Engineer and/or TSC.
- 3.3.19 Review each Project schedule with the various Trade Contractors. Regularly monitor and update each Project schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion

date. Provide summary reports of the Work progress and document all changes in each schedule. Regular schedule updates and reports shall be included as part of the monthly project report outlined in Subparagraph 3.3.32 herein. Provide TSC with each Project schedule and discuss the schedule at progress meetings.

- 3.3.20 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet each Project schedule. In consultation with TSC and the Architect/Engineer, take necessary corrective actions when requirements of a Trade Contract or a Project schedule are not being met.
- 3.3.21 Whenever TSC-Furnished Contractor-Installed (TSCFCI) materials or equipment are shipped to the Project site, the Construction Manager shall notify TSC and shall be responsible for their acceptance, proper storage, and incorporation into the Work, provided the scope of the TSC-Furnished Contractor-Installed (TSCFCI) work is included within the Guaranteed Maximum Price.
  - 3.3.21.1 TSC may elect to purchase materials and equipment included in any Trade contractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to herein as "Direct Purchase Materials". At the time the Construction Manager provides TSC with the bid tabulation analysis as required by this Agreement (which bids shall include the cost of all potential Direct Purchase Materials, freight charges FOB project site, and sales taxes applicable thereto), the Construction Manager shall submit to TSC a list, prepared by applicable Trade Contractors, of materials and equipment appropriate for consideration by TSC as direct Purchase Materials.
  - 3.3.21.2 If TSC elects to purchase any Direct Purchase Materials, it shall so notify the Construction Manager and the construction Manager shall thereafter promptly furnish to the TSC, at least seven (7) days prior to the date such Direct Purchase Materials must be ordered, a purchase order request reflecting the approved Direct Purchase Materials, together with acceptable evidence that the Construction Manager competitively bid for the portion of the Work which includes the Direct Purchase Materials. Acceptable evidence means, at a minimum, that the Construction Manager performed all advertising required by this Agreement, utilized pre-qualification criteria approved by TSC and obtained written, sealed quotes from at least (3) bidders for the applicable portions for the Work; or provide a written explanation if any of the above criteria is not met. In addition, the Construction Manager shall reduce the applicable Trade Contractor's subcontract amount by the cost of the Direct Purchase Materials and sales tax related thereto.
  - 3.3.21.3 Upon TSC's receipt of the purchase order request and supporting materials, TSC will review the same and, if approved, issue a purchase order directly to the supplier of the applicable Direct Purchase Material, with delivery F.O.B. Project site. Upon delivery of the Direct Purchase Materials to the Project site, the Construction Manager shall ensure that the Direct Purchase Materials are as requested in TSC's purchase order. The Construction Manager shall immediately document receipt of the materials and the content of the shipment and shall forward all paperwork including Receiving Reports, Bills of Lading, Packing Slips, Invoices and associated back-up documentation to TSC. Upon receipt of the properly prepared invoice from the supplier, TSC will process the invoices and issue payment directly to the applicable supplier.

- 3.3.21.4 Upon issuance of a purchase order to the material supplier, the Construction Manager shall develop an Owner's Contingency budget within the Schedule of Values. Use of these funds will be at the sole discretion of TSC and may, at the direction of TSC, be incorporated into a deductive change to the Guaranteed Maximum Price.
- 3.3.21.5 At no additional cost to TSC and as required by the Agreement, the Construction Manager shall continue builders risk insurance on the Direct Purchase Materials, naming TSC as the insured or an additional insured. TSC shall reimburse the Construction Manager for the cost of such insurance as provided by the Agreement. \_\_\_\_\_ Initial \_\_\_\_\_ Initial
- 3.3.21.6 Except to the extent modified by this section, the Construction Manager shall be responsible for satisfying all of its other obligations with respect to the Direct Purchase Materials pursuant to this Agreement, as if the direct Purchase Materials had been purchased by it. There shall be no additional charge to TSC for services provided pursuant to this section.
- 3.3.24 The Construction Manager shall develop and maintain an effective system of Project cost control which is satisfactory to TSC. Revise and refine the initially approved Project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise TSC and Architect/Engineer whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly report outlined in Subparagraph 3.3.32 herein.
- 3.3.25 The Construction Manager shall maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work. TSC shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.
- 3.3.26 Without assuming any of the Architect/Engineer's responsibilities for design, recommend necessary or desirable changes to TSC and the Architect/Engineer, review requests for changes, and submit recommendations for changes to TSC and Architect/Engineer.
- 3.3.27 When requested by TSC or Architect/Engineer, promptly prepare and submit estimates of probable cost for changes proposed in the Work, including similar estimates from the Trade Contractors. If directed by TSC, promptly secure formal written Change Order Proposals from such Trade Contractors.
- 3.3.28 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors. The OSHA guidelines shall serve as the basis for the construction safety programs.
- 3.3.29 Promptly notify TSC, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.
- 3.3.30 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to TSC's representative on request.

- 3.3.31 Make provisions for Project security acceptable to TSC, to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents, etc., as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.
- 3.3.32 Record the progress of the Project. Submit written monthly progress reports to TSC and the Architect/Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log of activities and the status of each Project available to TSC and the Architect/Engineer. Report and record such additional information related to construction as may be requested by TSC.
- 3.3.33 Schedule and coordinate all inspections and tests required by the specifications and the Building Code Inspector.
- 3.3.34 Ensure that all subcontractors are keeping as-builts up to date. TSC shall have the right to view as-builts at any time. As-builts shall be maintained at the job site.
- 3.3.35 Ensure and document correction of non-conforming and substandard work, in conjunction with TSC's representative.
- 3.3.36 Schedule and coordinate test and balance, substantial completion, building commissioning, and occupancy inspections.
- 3.3.37 Coordinate the delivery of instructions for operating all building systems, including training of maintenance staff of TSC.
- 3.3.38 Prepare final project accounting and provide written evaluation of the Architect/Engineer and major subcontractors.
- 3.3.39 Provide a minimum one-year warranty on all parts and labor. Other warranties as specified.
- 3.3.40 Ensure timely completion of warranty work during the warranty period.
- 3.3.41 Schedule warranty inspections and ensure timely completion of required work generated by the inspections.
- 3.3.42 Assist in the transfer of the Project to TSC, including the delivery of as-builts, warranties, guaranties, and operating instructions.
- 3.3.43 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous materials, as described by federal guidelines, brought to the site by the Construction Manager or the Trade Contractors, shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents shall be considered a concealed condition and may be the responsibility of the Construction

Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred.

- 3.3.44 The Construction Manager shall be responsible for securing an NPDES permit from the Florida Department to Environmental Protection, if applicable. The construction Manager shall maintain a clean site, limiting exposure of litter and hazardous materials to stormwater, and shall be responsible for erosion control and stormwater sediment. The Construction Manager is responsible for any penalties or fines incurred due to improper maintenance of permit documentation or of the site.
- 3.3.45 The Construction Manager shall report all injuries to any personnel on the job site, no matter how minor, to TSC's project manager within 24 hours of occurrence.

#### ARTICLE 4

##### TSC's Responsibilities

- 4.1 TSC shall designate a representative to act on its behalf. This representative, or his/her designee, will monitor the progress of the Work, serve as liaison with the Construction Manager and the Architect/Engineer, receive and process communications and paperwork, and represent TSC in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.
- 4.2 TSC may retain an independent inspector to evaluate and advise as to the Construction Manager's services, the Work, the construction, and whether all applicable laws and regulations are being met. Such inspector shall not interfere or prevent the performance of the Work or construction.

#### ARTICLE 5

##### Schedule

- 5.1 The number of days for performance of the Work shall be established as part of the GMP and reflected in the Purchase Order Amendment for each Project
- 5.2 In the event TSC desires to accelerate the schedule for any portion of the Work, TSC shall notify the Construction Manager in writing. Within seven (7) days, the Construction Manager shall give TSC a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. TSC may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event, TSC shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall provide such records to TSC.
- 5.3 TSC shall have the right to occupy, or use, any portion of the Work or area that is completed ahead of schedule. If use or occupancy ahead of schedule affects the Cost of the Work or



the schedule for the Work, the use or occupancy will be treated as a change in the Work in accordance with Article 10, herein.

## ARTICLE 6

### Guaranteed Maximum Price

- 6.1 The “Guaranteed Maximum Price” (“GMP”) includes Cost of the Work required by the Contract Documents for each Project, the Construction Manager’s Fee as defined in Article 7 herein, and the Construction Contingency as defined in Article 9 herein. The GMP will be established according to the formula herein and based on the Contract Documents for each Project. The GMP is subject to modification as allowed in this Agreement or for changes in the Work as provided in Article 10 herein. An acceptable detailed cost breakdown containing all costs that makeup the GMP shall be given to TSC prior to a purchase order being given.
- 6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established. The anticipated tax savings under the Direct Material Purchase program shall be listed as a line item on the GMP.
- 6.3 All cost savings for the not-to-exceed value of the GMP shall be returned to TSC as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work. “Cost savings” are the net difference obtained by deducting from the adjusted or final GMP, the Construction Manager’s Fee, the expended portions of the Construction Manager’s contingency and the actual expenditures representing the Cost of the Work as defined in Article 8 herein. Liquidated damages, if any, are different from and is not a part of, this calculation.
- 6.4 By execution of this Agreement, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished TSC in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums which TSC determines was due to inaccurate, incomplete, or non-current factual unit costs.
- 6.5 Adjustments to the GMP will be made as permitted by this Agreement or future Contract Documents.
- 6.6 In no event will TSC be obligated to pay the Construction Manager more than the adjusted or final GMP.

## ARTICLE 7

### Payments to Construction Manager

- 7.1 In consideration of the performance of the Agreement, TSC agrees to pay the Construction Manager, as compensation for its services, as follows:
- 7.1.1 Upon acceptance of the GMP, which includes the Construction Manager’s Fee, the Cost of the Work, and the Construction Contingency, payment will be made monthly according to

the following procedure. No later than the fifth (5<sup>th</sup>) of every month after the Purchase Order has been executed, the Construction Manager shall furnish copies of all invoices and evidence of expenditures related to the Work and construction, including, but not limited to, those related to the Trade Contractors, subcontractors, services, fees, and equipment. At the time of the furnishing of such invoices and evidence of expenditures, the Construction Manager shall also furnish an itemized statement for all expenditures during the period for which it seeks payment from TSC. The itemized statement shall provide the following in an easily understandable format: (1) the total payment sought for that period; and (2) a brief description and amount for each of the services, goods, and/or expenses for which payment is sought for that period. Within thirty (30) days of receipt of the properly submitted documents from the Construction Manager, TSC shall make payment to the Construction Manager pursuant to the terms of this Agreement and the Contract Documents.

7.1.2 Within seven working days from receipt of payment from TSC, the Construction Manager shall pay each Trade Contractor and/or subcontractor out of the amount paid to the Construction Manager on account of such Trade Contractor's and/or subcontractor's Work, the amount to which said Trade Contractor and/or subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's and/or subcontractor's Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor and/or subcontractor, require each Trade Contractor and/or subcontractor to make payments to its subcontractors in a similar manner.

7.1.3 As provided by Section 215.422, Florida Statutes, if a warrant in payment of an invoice is not mailed by TSC within 40 days after receipt of the invoice and receipt, inspection and approval of the services, TSC shall pay to the Construction Manager, in addition to the amount of the invoice, interest at the rate established in the Florida Statutes, on the unpaid balance from the expiration of such 40-day period until such time as the warrant is mailed to the Construction Manager. These provisions apply only to undisputed amounts for which payment has been authorized. Invoices or pay requests returned to the Construction Manager due to preparation errors will result in a payment delay. Payment requirements do not start until the documents required in this Article (Article 7) are properly submitted to TSC. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, (800) 848-3792.

7.2 The Construction Manager's fee for each project under this agreement shall be **8%**. Included in the Construction Manager's Fee is the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all pension contributions, hospitalizations, bonuses, phone, fuel and vehicle allowances, vacations, medical insurance assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 General operating expenses of the Construction Manager's principal and branch offices other than the field office at the Project site.

- 7.2.3 Any part of the Construction Managers' capital expenses, including interest on the Construction Manager's capital employed for the Work.
- 7.2.4 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8 herein, as Cost of the Work.
- 7.2.5 All travel and per diem costs of Construction Manager's employees and consultants.
- 7.2.6 The cost of estimating services which may be required during the construction phase in locations other than the Project site.
- 7.2.7 Minor expenses such as telegrams, long distance telephone calls, postage, office supplies, expressage, and similar items in connection with the Work.
- 7.2.8 All other expenses or costs associated in any way with the Work or construction contemplated in this Agreement, other than those provided for in Article 8 herein, as Cost of the Work.
- 7.3 Adjustments in the fee will be made as follows:
  - 7.3.1 Where otherwise allowed by this Agreement.
  - 7.3.2 For approved changes as evidenced by properly executed Change Orders.
  - 7.3.3 For delays in the Work caused solely by TSC, the Construction Manager shall be entitled to an additional fee to compensate the Construction Manager for its increased expenses. The amount of this increased fee shall be equal to the amount of the increased reasonable expenses as properly and timely submitted by the Construction Manager.

## ARTICLE 8

### Cost of the Work

- 8.1 The term "Cost of the Work" shall mean costs incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager less any reimbursement for scrap value and discounts, subject to Article 11, herein. The term "wages" used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.
- 8.2 TSC agrees to pay the Construction Manager for the Cost of the Work as defined in Article 8, herein, through completion of the Work. Such payment shall be in addition to the Construction Manager's Fee as stipulated in Article 7, herein.
- 8.3 Cost of the Work for each Project includes and is limited to actual expenditure for the following cost items:

- 8.3.1 Subject to prior approval by TSC, wages paid for labor in the direct employ of the Construction Manager other than those provided under Article 7, herein, as part of the Construction Manager's Fee, in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by TSC and Construction Manager, and including such welfare or other benefits, if any, as may be payable with respect thereto.
- 8.3.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof shall be included in the Cost of Work.
- 8.3.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.
- 8.3.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Agreement, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by TSC.
- 8.3.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.
- 8.3.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence. If royalties or losses and damages, including cost of defense, are incurred which arise from a particular design, process or the product of a particular manufacturer or manufacturers specified by TSC or Architect/Engineer, and the Construction Manager had no reason to believe there would be infringement of patent rights, such royalties, losses and damages shall be paid by TSC and the GMP shall be adjusted by Change Order to compensate the Construction Manager for the increased costs. If the Construction Manager has actual knowledge that use of the particular design, process or product would infringe a patent(s) and fails to provide written notice to TSC before using such design, process or product, then no royalties, losses or damages arising from use of such design, process or product shall be a Cost of the Work
- 8.3.7 Cost of removal and disposal of all debris including clean-up and trash removal.
- 8.3.8 Cost incurred due to an emergency affecting the safety of persons and/or property.
- 8.3.9 Legal costs reasonably, and properly, resulting from prosecution of the Work for TSC provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and TSC or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.
- 8.3.10 Cost to the Construction Manager of temporary electric power, lighting, water and heat required for the performance of the Work, or required to protect the Work from weather damage.
- 8.3.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and

- temporary project signs and costs of permits and fees necessary for the Work and construction contemplated by this Agreement.
- 8.3.12 Cost of watchmen or similar security services.
- 8.3.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Agreement.
- 8.3.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.
- 8.3.15 Cost of data processing services required in the performance of the services as outlined in this Agreement.
- 8.3.16 All costs for reproduction of documents required or produced in connection with this project.
- 8.3.17 All costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee set forth in Article 7, herein.
- 8.3.18 Cost of deductibles for insurance claims.
- 8.3.19 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen which are employed or consumed in the performance of the Work.
- 8.3.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.
- 8.3.21 Costs associated with setting up and demobilizing tool sheds, project field offices, temporary fences, temporary roads, and temporary fire protection.
- 8.3.22 The cost of its field employees, herein, or their approved replacements, including the cost of all pensions, contributions, hospitalization, bonuses, vacations, medical insurance, assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries for said field employees (Labor Burden). TSC will reimburse labor burden as a percentage of the total allowable benefits as established by the U.S. Bureau of Labor Statistics for the construction industry. The Labor Burden will be determined for each member of the jobsite team billable under staffing costs. The Labor Burden must be reviewed and approved by TSC before the commencement of the project and preparation of the GMP.
- 8.3.23 Cost of equipment such as typewriters, cameras, radios, telephone service at the site, computers, pagers, copiers, facsimile equipment, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager, subject to approval by TSC.
- 8.3.24 All costs associated with the bidding of the work to Trade contractors, including advertising and document reproduction, whether these costs are incurred prior to or after the execution of a GMP Amendment to this Agreement.

## ARTICLE 9

### Construction Contingency

- 9.1 The GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to the construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by TSC. Documentation for use of the contingency shall be determined by the Construction Team. The Architect/Engineer shall verify the actual costs. Expenditures charged to the contingency shall have a signed authorization by TSC's representative prior to the expenditure being made. No funds shall be expended from the contingency fund without the written consent of TSC's representative. Such authorization shall not be unreasonably withheld. Remaining unused funds shall be credited in the final invoice to TSC.

## ARTICLE 10

### Changes in the Work

- 10.1 TSC, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized by TSC and identified by a Change Order which shall describe all changes, additions, deletions, and/or revisions of the Work and the corresponding changes in the Cost of the Work and Construction Manager's Fee. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of TSC.

## ARTICLE 11

### Discounts

- 11.1 All quantity discounts shall accrue to TSC. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to TSC.

## ARTICLE 12

### Insurance

- 12.1 At its own expense, Construction Manager shall obtain for itself and its personnel before providing any services, and will maintain the following insurance coverage throughout the term of this Agreement. Construction Manager shall name TSC as an additional insured on each insurance policy and provide a certificate of insurance evidencing such coverage to TSC upon request.
- 12.2 Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for any vehicles

of Construction Manager) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.

- 12.3 Property insurance upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of TSC, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include “all risk” coverage for physical loss or damage to the property, equipment, and items.
- 12.4 Worker’s compensation insurance in the statutory coverage amount as required by the laws of the jurisdiction in which the services, Work, and construction are performed.
- 12.5 TSC may unilaterally elect to purchase Builders Risk insurance under a TSC Provided Insurance Program, in which case the Construction Manager will not be required to provide insurance, but will provide coordination with TSC and TSC’s insurance administrator, as required.

### ARTICLE 13

#### Indemnity

- 13.1 Construction Manager agrees to indemnify, hold harmless and defend TSC, the State of Florida, its agencies, and all of their respective officers, employees, agents, and representatives from and against all liens, claims, demands, charges, suits, proceedings, causes of action of any type, in law or equity, liabilities, damages, penalties, fines, assessments, losses and expenses, including but not limited to interest, reasonable attorney’s fees and costs of suit, to the fullest extent permitted by Florida law, including but not limited to:
  - 13.1.1 Construction Manager’s failure to comply with the terms of this Agreement.
  - 13.1.2 Any bodily injury death or property damage, as a result of, or related to or connected with the work or construction contemplated under this Agreement
  - 13.1.3 Payment of withholding taxes, social security taxes, benefits (if applicable), unemployment and any other payroll deductions as required by law.
  - 13.1.4 Breach of any warranty.
  - 13.1.5 Failure to comply with the applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, orders and/or programs related to the Work and the construction contemplated under this Agreement

### ARTICLE 14

#### Payment and Performance Bond

- 14.1 For projects in excess of \$100,000 the Construction Manager shall secure a Payment and Performance Bond for 100% of the sum, up to the Guaranteed Maximum Price. The surety company issuing the bond must be licensed to do business in Florida and must have a Best

Rating of "A." The form of the Payment and Performance Bond shall be consistent with that provided for in A.I.A. Document A-312, latest edition.

## ARTICLE 15

### Miscellaneous Provisions

- 15.1 **BINDING EFFECT:** TSC and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives of the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither TSC nor Construction Manager shall assign this Agreement without the written consent of the other.
- 15.2 **CONTROLLING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit or action related to the breach or non-performance of any provision of this Agreement shall be in a court of competent jurisdiction in Leon County, Florida.
- 15.3 The Construction Manager warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Construction Manager) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for the Construction Manager) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 15.4 As required by Section 287.058, Florida Statutes, this contract may be unilaterally canceled by TSC for refusal by the Construction Manager to allow public access to all documents, papers, letters, or other material subject to the provision of Chapter 119, Florida Statutes, and made or received by the Construction Manager in conjunction with the contract.
- 15.5 The Construction Manager warrants that neither it, nor any supplier, subcontractor, or consultant employed or to be employed in connection with this Project has been on the convicted vendor list for a public entity crime within the past 36 months, as required by Section 287.133, Florida Statutes.
- 15.6 **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 15.7 **STANDARD OF PERFORMANCE:** Construction Manager shall provide the services under this Agreement in accordance with generally accepted industry standards of care and competence. Construction Manager hereby warrants that its personnel have the professional qualifications, skill, and competence to carry out the services contemplated in this Agreement.
- 15.8 **RELATIONSHIP:** The parties to this Agreement agree that the relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement or any Work



Order shall be deemed to create an employment, partnership, agency, or joint venture relationship between the parties, the parties' staff or representatives.

- 15.9 TERM: This Agreement shall be in effect for the complete duration of this specific project from the date of execution of this Agreement. The terms and conditions herein shall apply equally to all extensions. It is hereby agreed that if the each specific sub- project is not "Substantially Complete" or within such further time if any, as in accordance with the provisions of the contract documents should be allowed for such substantial completion, the contractor shall pay to Owner as liquidated damage for such delay, and not as a penalty, \$500.00 (Five Hundred dollars and no cents) for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion has been fully accomplished. It is also hereby agreed that if each project is not finally completed in accordance with the requirement of the contract documents, the contractor shall pay to the owner as liquidated damages for such delay, and not as a penalty, one-fourth of the rate indicated above.
- 15.10 LICENSURE; COMPLIANCE WITH LAWS AND REGULATIONS: Construction Manager warrants that it is, and will remain during the term of this Agreement, a general contractor licensed in the State of Florida. Construction Manager further warrants that it will require all Trade Contractors and subcontractors to produce sufficient documentation to ensure they are properly licensed to perform the Work and construction contemplated in this Agreement. At all times related to the Work and construction contemplated in this Agreement, the Construction Manager must comply with all local, state and federal laws, rules, regulations and codes, and must require all Trade Contractors and subcontractors to do the same.
- 15.11 PERMITS AND LICENSES: Construction Manager shall obtain or require the Trade Contractors and subcontractors to obtain all necessary permits and licenses for the Work and construction contemplated under this Agreement. TSC is not responsible for obtaining such permits and licenses (unless TSC is the only entity which can obtain such permits and licenses).
- 15.12 NO MINIMUM AMOUNT OF SERVICES: The parties understand and agree that Construction Manager is not guaranteed any amount of fees, payments, or services during the term of this Agreement.
- 15.13 ENTIRE AGREEMENT: This Agreement and any future Work Orders and Contract Documents executed pursuant hereto constitute the entire Agreement of the parties and supersede all prior and contemporaneous agreements and understandings with respect thereto. No other document, including any agreement between TSC and Construction Manager shall be deemed to modify the terms of this Agreement unless expressly stated in writing to do so and signed by both parties.
- 15.14 SEVERABILITY: If any provision of this Agreement shall be deemed invalid or unenforceable, it shall be modified to the extent necessary to cure such invalidity or unenforceability, provided, however, that if such modification is not possible without creating a conflict with any other material term or condition of this Agreement, such invalid or unenforceable provision shall be deemed stricken from this Agreement.

15.15 PREVAILING PARTY'S ATTORNEY'S FEES: If any party initiates a lawsuit or cause of action based on this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred as a result of said lawsuit or cause of action.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

\*\*\*\*\* CONSTRUCTION MANAGER \*\*\*\*\*

CHILDERS CONSTRUCTION CO.

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_

  
\_\_\_\_\_  
Witness

Date: 9/25/24  
\_\_\_\_\_

\*\*\*THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE STATE COLLEGE\*\*

TALLAHASSEE STATE COLLEGE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_



# GUARANTEED MAXIMUM PRICE PROPOSAL FORM

TO: Tallahassee State College  
444 Appleyard Drive  
Tallahassee, Florida 32304-2815

FROM: Childers Construction Co.  
3472 Weems Road, Unit 1  
Tallahassee, FL 32301

Vendor ID: 000000609

PROJECT: Center for Innovation  
3rd Floor Improvements  
350 South Duval Street  
Tallahassee, Florida 32301

I have received the Construction Documents, consisting of the Drawings and the Project Manual entitled “**CENTER FOR INNOVATION THIRD FLOOR IMPROVEMENTS**” dated **JUNE 26<sup>th</sup>, 2024** as prepared by **ARCHITECTS LEWIS + WHITLOCK**. I have also received the following Addenda numbers: **ONE AND TWO** and have included their provisions in my proposal. I have examined all the Construction Documents and the site and submit the following GMP.

	<b>\$ 688,930</b>
Alternate #1	<u>\$ 11,713</u>
Alternate #2	<u>\$ 31,030</u>
Alternate #3	<u>\$ 3,375</u>

By submitting this proposal I agree:

1. To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with the general conditions.
2. To accomplish the work in accordance with the Contract Documents and to commence such work on the date to be specified by the Architect in the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents and to final completion within 30 days from substantial completion.
3. To pay as liquidated damages, the sum of \$500.00 for each consecutive day after the date for substantial completion, as specified in the Contract.
4. To pay the sum of ¼ of the rate previously indicated for each consecutive day beginning 30 days after the date of substantial completion until final completion.
5. To allow being withheld 3 times the installed market value of any item on the punch list, as determined by the Architect, that has not been completed at the time of final completion.

*I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, TALLAHASSEE STATE COLLEGE and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.*

*In witness whereof, the Bidder has hereunto set his signature and affixed his seal this day of \_\_\_\_\_, A.D., 2024 .*

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Construction Status Report

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**Item Description**

This item describes the status of various construction, renovation, remodeling and site improvement projects at all TSC locations for the Board of Trustees.

**Overview and Background**

The attached Construction Status report details the noteworthy construction and renovation projects being undertaken to support the educational mission of the College.

**Past Actions by the Board**

None.

**Funding/ Financial Implications**

All construction and renovation projects are funded prior to approval, with most being funded from capital improvement fees.

**Recommended Action**

Presented as an information item only.

# CONSTRUCTION STATUS REPORT – OCTOBER 2024

## MAIN CAMPUS (SITE 1)

TSC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
PJ-0426	DH Sim Lab Remodel - AP 160 Classroom	99%	October 2024	Punch List
PJ-0165	SM 118 - Classroom Renovations	95%	October 2024	Punch List
PJ-0355	CH 233 - Classroom Renovations	75%	October 2024	Awaiting AV
PJ-0531	HSS 107 - Classroom Renovations	5%	November 2024	In progress, AV ordered
PJ-0532	SM 130 - Classroom Renovations	5%	December 2024	In progress, AV ordered
PJ-0533	SM 210 - Classroom Renovations	5%	January 2025	In progress, AV ordered
PJ-0534	SMA 140 - Classroom Renovations	5%	February 2025	In progress, AV ordered
PJ-0535	TPP 182 - Classroom Renovations	5%	March 2025	In progress, AV ordered
PJ-0536	TPP184 - Classroom Renovations	5%	April 2025	In progress, AV ordered
PJ-0537	TPP 188 - Classroom Renovations	5%	May 2025	In progress, AV ordered
PJ-0538	TPP 204 - Classroom Renovations	5%	June 2025	In progress, AV ordered
PJ-0501 PJ-0502	Ceiling and Window Replacements WD 208, 219	50%	October 2024	Ceiling complete; Windows on order
PJ-0501 PJ-0502	Ceiling and Window Replacements TPP 204	50%	October 2024	Ceiling complete; Windows on order
PJ-0501 PJ-0502	Ceiling and Window Replacements AD 219	50%	October 2024	Ceiling complete; Windows on order
PJ-0501	Ceiling Replacements AD 208/209	50%	October 2024	Ceiling complete; Windows on order
PJ-0501 PJ-0502	Ceiling and Window Replacements DH 206	50%	October 2024	Ceiling complete; Windows on order
PJ-0502	Window Replacements AD 248	10%	October 2024	Window on order
PJ-0426	Window Replacement DH Sim Lab AP 160	5%	October 2024	Awaiting bids
PJ-0379	Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Repaired 1,660 Trip Hazards Replaced 74 sections of Sidewalk Repaired 156' of new curb

PJ-0337 PJ-0422	State DM - Elevator Door Lock Monitoring Systems Bldg# 1,2,5,6,8,9,11N,11S,12,18, 27,30,35,39,41	90%	December 2024	Awaiting materials for Building#01, 12 and 18; New Mini split HVAC expected November 1 <sup>st</sup> for SM Bldg#18 & CH Bldg#05
N/A	Athletics – Sand Pro Equipment	10%	May 2025	Purchase order submitted
PJ-0447	LSC – Metal Coping/Roofing	100%	September 2024	Complete
PJ-0341	Athletics – Softball / Baseball Complex Improvements	50%	November 2024	Work commenced 5/14/2024
PJ-0505	Bleacher Repairs – Softball / Baseball	95%	October 2024	In progress
PJ-0428	CUP Renovation and Infrastructure	85%	June 2025	Materials ordered
PJ-0467	Lightning Protection - CUP	25%	October 2024	Work commenced 9/30/2024
PJ-0365	CUP Control Room and ADA Restrooms	90%	October 2024	Construction in progress
PJ-0428	CUP - Install Air Dirt Separator	10%	December 2024	Christmas shut down
PJ-0428	SM Bldg#18 1, 2, 3 & 4 AHU Replacement	10%	October 2024	Materials ordered
PJ-0428	FPAC Bldg#12 AHU 6 & 7 Replacement	100%	September 2024	Complete
PJ-0428	Library Bldg#30 AHU 1 Replacement	10%	October 2024	PO issued
PJ-0428	Replace Smardt Chiller	5%	November 2024	Materials ordered
PJ-0374	State DM - 15KV Electrical Underground Infrastructure	20%	March 2025	Equipment ordered and expected by Fall 2024
N/A	Transfer of Electrical Bldg#16 to Leon County School Board	45%	TBD	Pending LCS and TSC BOT approval
PJ-0414	Parking Garage Bldg#37 Repairs	20%	October 2024	Repairs in progress
N/A	Dale Mabry Museum	15%	TBD	Survey completed, MOU to be developed
PJ-0434	Truck Driving Program Expansion/Grant	5%	TBD	Environmental exemption submitted and pending approval
PJ-0485	AC Bldg#08 Third Floor Renovations/Upgrades	10%	Summer 2025	Design underway by BKJ, Scheduled during Summer Break
PJ-0496	Six Innovation/Maker Spaces in Library Bldg#30	20%	TBD	100% CDs expected in November
PJ-0436	Solar Powered Covered Walkways	15%	November 2024	Materials ordered

PJ-0445	English Bldg#01 Restrooms Renovation	85%	October 2024	Under construction
PJ-0540	SU Food Service 105 Renovation	15%	November 2024	Parts on order
PJ-0378	C-Cure Locks / NIST 800-171	25%	December 2024	Parts for 8 locations on order Total 28 to be accomplished: 8 In progress 12 completed
TSC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 686,693 Plastic Bottles from going to landfills
N/A	Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 3,376,000 Plastic Bags from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 34,335 lbs. of CO2 emissions into atmosphere

### GADSDEN SERVICE CENTER (SITE 2)

TSC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
PJ-0491	Vacate Kent Street	65%	October 2024	Advertisement complete
TSC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 1,212 Plastic Bottles from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 61 lbs. of CO2 emissions into atmosphere

### FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

TSC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
PJ-0405	State DM - Replace Chillers, Pumps and Install VFD's Bldg#4	98%	October 2024	3 of 3 Chillers and Pumps received and installed; Finalizing controls
PJ-0405	CUP Controls for Replaced Chillers, Pumps and VFD's	98%	October 2024	Installation in progress
N/A	Install Water Treatment/Filters for Chilled Water/Hot Water	100%	September 2024	Complete
PJ-0448	Housing Outside Air Unit - East	95%	October 2024	Installation in progress
PJ-0448	Housing Outside Air Unit - West	95%	October 2024	Installation in progress

N/A	Housing/Dorm Modernization	45%	August 2025	Replacing lights, toilets, beds, etc.
N/A	Replace Housing 450 Gallon Hot Water Expansion Tank	95%	October 2024	Tank installed, awaiting insulation
PJ-0448	Dining Facility Renovations	45%	October 2024	Roof Access, Awaiting Fabrication
PJ-0478	Defensive Tactics HVAC Renovations	100%	September 2024	Complete
PJ-0480	FPSI Housing Elevator Modernization	10%	December 2024	Awaiting materials
PJ-0483	FPSI Dorm Annex Windows	100%	September 2024	Complete
PJ-0489	FPSI Dorm Wing South Bldg#10	5%	TBD	Obtaining multiple quotes
PJ-0482	FPSI Dorm Wing North Bldg#11	5%	TBD	Obtaining multiple quotes
PJ-0484	FPSI Bridge and Sidewalks	98%	October 2024	Repairs in progress
PJ-0486	FPSI Stormwater Drainage	60%	June 2025	Repairs in progress
PJ-0487	FPSI Firing Range Improvements	50%	January 2025	Commenced repairs
PJ-0428	Water pressure Regulating Valves	40%	TBD	Installing valves at Defensive Tactics, Dorm Bldg, Conference Center & Housing Bldg. Complete - Administration Bldg, Classroom Bldg, Dining Hall
PJ-0494	Classroom Building Restroom Upgrades and ADA Compliance	100%	October 2024	Complete
<b>TSC PROJECT#</b>	<b>SUSTAINABILITY</b>	<b>%COMPLETE</b>	<b>DUE DATE</b>	<b>NOTES / STATUS</b>
N/A	Hydration Stations	Continuous	On-going	Prevented 178,906 Plastic Bottles from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 8,945 lbs. of CO2 emissions into atmosphere



## CENTER FOR INNOVATION (SITE 4)

TSC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
PJ-0467	Lightning Protection	10%	October 2024	Construction commenced 9/30/2024
PJ-0423	State DM - CFI Exterior Envelope (Walls & Windows)	15%	June 2025	GMP PO issued 8/14/2024
PJ-0424	State DM - CFI Exterior Staircases	15%	June 2025	Project underway
PJ-0431	CFI Smoke Exhaust Removal	90%	November 2024	Punch list
N/A	CFI – Lower Level Improvements	5%	TBD	Contractor Reviewing existing modular cubicles
PJ-0497	CFI – 3 <sup>rd</sup> Floor Renovation	10%	February 2025	GMP to October BOT for approval
PJ-0488	CFI Roof	100%	September 2024	Complete
TSC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 12,808 Plastic Bottles from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 640 lbs. of CO2 emissions into atmosphere

## GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

TSC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Install Walkway to TMH Lower Parking Area	10%	November 2024	In progress
TSC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 52,652 Plastic Bottles from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 2,633 lbs. of CO2 emissions into atmosphere

## WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

TSC PROJECT#	TASK / PROJECT NAME	%COMPLETE	DUE DATE	NOTES / STATUS
PJ-0340	Infrastructure	10%	TBD	In progress
PJ-0353	Irrigation Well	10%	TBD	In progress
N/A	Solar Panel Framework Restoration / Soft Scrub Solar Panels	100%	September 2024	Complete
PJ-0522	Paint/Refinish Pole Barn #1	100%	September 2024	Complete
N/A	Paint Light Poles and Handrails	100%	September 2024	Complete
N/A	Replace All Exterior Fans	100%	September 2024	Complete
TSC PROJECT#	SUSTAINABILITY	%COMPLETE	DUE DATE	NOTES / STATUS
N/A	Hydration Stations	Continuous	On-going	Prevented 5,381 Plastic Bottles from going to landfills
N/A	CO2 Avoidance	Continuous	On-going	Prevented 269 lbs. of CO2 emissions into the atmosphere

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Architect Invoices

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**Item Description**

This item requests that the Board approve the architect invoices submitted for the month of September 2024.

**Overview and Background**

The College is under contract with six architectural firms; Architects | Lewis + Whitlock PA, BKJ, Inc. Architecture, Clemons, Rutherford & Associates, Inc., DAG Architects Inc., EMI Architects and Fitzgerald Collaborative Group, LLC to provide architectural and engineering services for projects at all sites and counties. To ensure quality, the six firms will be assigned projects on a rotational basis with standardized hourly fees.

Architects | Lewis + Whitlock, PA - \$49,725.20  
BKJ, Inc. Architecture - \$20,130.00  
Clemons, Rutherford & Associates, Inc. - \$0.00  
DAG Architects, Inc. - \$0.00  
EMI Architects - \$0.00  
Fitzgerald Collaborative Group, LLC - \$0.00

**Past Actions by the Board**

The Board last authorized architect invoices at the September 16, 2024 meeting.



**Funding/ Financial Implications**

Funds for minor projects and Master Plans are available from the Capital Improvement fees.

**Recommended Action**

Authorize payment of architectural invoices as presented.

**INVOICE NO. 20390.7.5**

<b>TO:</b> 	Trey Kimbrel Jenny Shuler 444 Appleyard Drive Tallahassee, FL 323-4 (850) 201-6200	Page <u>1</u> of <u>1</u> Pages Federal I.D. No: <b>59-3616761</b> Purchase Order No: <b>PO-014462-2</b> Project Name: <b>Softball / Baseball Facility Improvements- Bldgs. #20, #23, #34</b>
	<b>FROM:</b> 	Susan Goodwin, 206 W Virginia Street Tallahassee, FL 32301 (850) 942-1718, ext 302

**THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:**

TCC PO# Service Lines	DESCRIPTION	TOTAL FEE	PERCENT COMPLETE	AMOUNT REMAINING	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
<b>Line 1</b>	Design Documents	\$49,020.00	100%	\$0.00	\$49,020.00	\$0.00
	100% Construction Documents	\$73,530.00	100%	\$0.00	\$73,530.00	\$0.00
	Bid / Permitting	\$8,170.00	100%	\$0.00	\$0.00	\$8,170.00
	Construction Administration	\$32,680.00	40%	\$19,608.00	\$0.00	\$13,072.00
<b>Line 2</b>	Field Measurements	\$3,840.00	100%	\$0.00	\$3,840.00	\$0.00
<b>Line 3</b>	Additional Civil Engineering	\$77,478.00	64%	\$28,237.80	\$46,402.00	\$2,838.20
<b>Line 4</b>	Printing	\$760.00	73%	\$200.00	\$560.00	\$0.00
<b>Line 5</b>	Additional Srvcs #1 - Owner Req'd Changes	\$25,800.00	75%	\$6,450.00	\$19,350.00	\$0.00
<b>Line 6</b>	Additional Srvcs #2 - Geotechnical Services	\$32,402.71	100%	\$0.00	\$32,402.71	\$0.00
<b>GRAND TOTALS</b>		\$303,680.71		\$54,495.80	\$225,104.71	\$24,080.20
Invoice Total						\$24,080.20

**CERTIFIED TRUE AND CORRECT BY:**



(Signature of Principal)

Rodney L. Lewis, Principal

(Typed Name and Title)

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



# Change Order

Purchase Order Number	PO-014462 - 2
Purchase Order Date	09/22/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

<b>Supplier:</b>
Architects: Lewis + Whitlock, PA 206 W Virginia Street Tallahassee, FL 32301 United States of America

<b>Ship To:</b>
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

<b>Comments:</b>
Main Campus Site Improvements Building #20, 23 & 34 – A/E Fees Contact: Don.Herr@tcc.fl.edu , 850-201-6168
Change Order No. 2 - Add Services#2 Geotechnical Services; Creating new line in the amount of \$32,402.71. NEW PO TOTAL: \$303,680.71
Change Order No. 1 - Add Services#1 Construction Documents; Creating new line in the amount of \$25,800.00. NEW PO TOTAL: \$271,278.00
**REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**

<b>Bill To:</b>
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	303,680.71	0.00	303,680.71

Director of Procurement and Auxiliary Services

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8

## Change Order

Purchase Order Number	PO-014462 - 2
Purchase Order Date	09/22/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

### Service Lines

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		To provide professional services for the design and documentation for improvements at buildings 20, 23 and 34 complex. Basic services include design development, 100% construction documents, bidding/permitting and construction administration. Specifics per attached proposal dated September 15, 2021. **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**				163,400.00
2		Additional services – Field Measurements				3,840.00
3		Additional services – Civil Engineering				77,478.00
4		Additional services – Printing				760.00
5		Additional services #1 to revise the documents in accordance with Owner-requested modifications. Per attached proposal dated March 25, 2022.				25,800.00
6		Additional Services #2 to complete geotechnical services for the project site as well as reimbursement for City of Tallahassee permitting fees paid by the A/E team on behalf of TCC.				32,402.71

### Messages

Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities

VERIFICATION OF EMPLOYMENT: In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"

Tallahassee Community College  
444 Appleyard Drive  
Tallahassee, FL 32304  
United States of America  
Federal ID: 59-1141270  
Tax Exemption ID: 85-80-125307-72C8



## Change Order

Purchase Order Number	PO-014462 - 2
Purchase Order Date	09/22/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.

**INVOICE NO. 20390.8.4**

<b>TO</b> 	Trey Kimbral Jenny Shuler 444 Appleyard Drive Tallahassee, FL 32304 (850) 201-6200	Page <u>1</u> of <u>1</u> Pages Federal I.D. No: <b>59-3616761</b> Purchase Order No: <b>PO-016124-1</b>
	<b>FROM:</b> 	Susan Goodwin, Office Manager 206 W Virginia Street Tallahassee, FL 32301 (850) 942-1718, ext 302

**THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:**

TSC PO# Service Lines	DESCRIPTION	TOTAL FEE	PERCENT COMPLETE	AMOUNT REMAINING	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
<b>Line 1</b>	Schematic Design	\$29,120.00	100%	\$0.00	\$29,120.00	\$0.00
	Design Documents	\$87,360.00	100%	\$0.00	\$87,360.00	\$0.00
	Construction Documents	\$101,920.00	100%	\$0.00	\$101,920.00	\$0.00
	Biod / Permitting	\$14,560.00	100%	\$0.00	\$14,560.00	\$0.00
	Construction Administration	\$58,240.00	0%	\$58,240.00	\$0.00	\$0.00
<b>Line 2</b>	Printing	\$760.00	100%	\$0.00	\$760.00	\$0.00
<b>Line 3</b>	Document Revisions/Modifications	\$25,645.00	100%	\$0.00	\$0.00	\$25,645.00
	<b>GRAND TOTALS</b>	\$317,605.00		\$58,240.00	\$233,720.00	\$25,645.00
Invoice Total						\$25,645.00

**CERTIFIED TRUE AND CORRECT BY:**

  
 \_\_\_\_\_  
 (Signature of Principal)

Rodney L. Lewis, Principal  
 \_\_\_\_\_  
 (Typed Name and Title)



Tallahassee State College  
444 Appleyard Drive  
Tallahassee, FL 32304  
United States of America  
Federal ID: 59-1141270  
Tax Exemption ID: 85-80-125307-72C8



## Change Order

Purchase Order Number	PO-016124 - 1
Purchase Order Date	08/18/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

<b>Supplier:</b>
Architects: Lewis + Whitlock, PA 206 W Virginia Street Tallahassee, FL 32301 United States of America

<b>Ship To:</b>
Tallahassee State College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

<b>Comments:</b>
PJ-0401 CFI Exterior Envelope and Staircase - State DM Envelope Architect Fees Contact: Don.Herr@tsc.fl.edu Invoice: Jenny.Shuler@tsc.fl.edu  **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**  CHANGE ORDER NO. 1 - Adding new Line#3 in the amount of \$25,645.00 for additional services as outlined in attached proposal. NEW PO TOTAL: \$317,605.00

<b>Bill To:</b>
Tallahassee State College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	317,605.00	0.00	317,605.00

Director of Procurement and Auxiliary Services  
Dustin Frost

Tallahassee State College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



# Change Order

Purchase Order Number	PO-016124 - 1
Purchase Order Date	08/18/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Professional services for TCC Center for Innovation Exterior Envelope Improvements. Scope Includes: Design, documentation, permitting and construction administration of new exterior envelope improvements to the entire exterior (with exception of the stair towers) of the building located at TCC's Site 4 Campus, 300 W. Pensacola Street. The improvements will be based on preliminary design concepts previously developed by ALW and will include the following: 1. Selective demolition of exterior components. 2. Re-establishment of the building envelope and air/ water barrier. 3. New door and window systems 4. New shading devices 5. New exterior masonry along base of building 6. New exterior finish systems 7. New signage Specifications per attached proposal dated July 5, 2022. **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**				291,200.00
2		Additional Services - Printing				760.00

Tallahassee State College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



## Change Order

Purchase Order Number	PO-016124 - 1
Purchase Order Date	08/18/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
3		<p>Additional architectural services for the TSC CFI Exterior Envelope Improvements Project as per attached proposal August 12, 2024.</p> <p>Scope: This effort consists of a second round of Owner requested revisions to the design and previously completed documentation for the exterior envelope improvements (with exception of the stair towers) of the TCC Center for Innovation located at 300 W. Pensacola Street. General revisions are expected to include the following:</p> <ol style="list-style-type: none"> <li>1. Revised demolition drawings</li> <li>2. Removal of attachment details for Lower Level and Plaza Level rain-screen.</li> <li>3. Removal of rain-screen systems from the design and only recoating of existing EIFS @ all floor levels (with exception of west wall).</li> </ol> <p>West wall to maintain replacement of existing barrier EIFS with water managed EIFS.</p> <ol style="list-style-type: none"> <li>4. Modified canopy details over Plaza Level window systems.</li> <li>5. Modified fenestration type/details</li> <li>6. Modified wall finish details</li> <li>7. New exterior finish schedule / concept</li> <li>8. New exterior flashing details</li> <li>9. Modified extent of lighting and associated detailing</li> <li>10. Modified lighting location/attachment at Plaza Level wall area</li> </ol> <p>Our previous agreement for Bidding and Construction Administration phases will remain as is.</p> <p>Our original team for this effort remains and includes H2 Engineering for Mechanical, Plumbing, Electrical and Fire Protection Engineering efforts and Bliss Nyitray Engineering for Structural Engineering.</p>				25,645.00

Tallahassee State College  
444 Appleyard Drive  
Tallahassee, FL 32304  
United States of America  
Federal ID: 59-1141270  
Tax Exemption ID: 85-80-125307-72C8



## Change Order

Purchase Order Number	PO-016124 - 1
Purchase Order Date	08/18/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

### Messages

Tallahassee State College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities

Verification of Employment: PER FLORIDA STATUTE 448.095, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee State College.

Purchase Order and Terms and Conditions-Supplier Information for Tallahassee State College:  
<https://www.tsc.fl.edu/about/college/administrative-services/purchasing/supplier-information/>

Please send all Invoices to Accounts Payable - "AcctPay@tsc.fl.edu"  
To ensure timely payments, TSC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TSC Accounts Payable Office at (850) 201-8565.

INVOICE NO. 1  
 PROJECT INVOICE NO.: 3



TO: Tallahassee Community College  
 ATTN: Accounts Payable  
 444 Appleyard Drive  
 Tallahassee, Florida 32304-2895

Page: 1 of 1 Pages

TCC Purchase Order No.: PO-020982

FROM: BKJ Inc. Architecture  
 1621 Physicians Drive  
 Tallahassee, Florida 32308

Project Name:  
 AC Building #8 Second Floor  
 Renovations/Upgrades - Full AE  
 Date: 9/17/2024

**THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:**

SERVICE	TOTAL FEE	PERCENT COMPLETE	AMOUNT DUE	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
<b>ADDITIONAL SERVICES</b>					
Phase 3- Design Development	\$20,130.00	100%	\$20,130.00	\$0.00	\$20,130.00
Phase 4- 100% Construction Documents	\$25,300.00	0%	\$0.00	\$0.00	\$0.00
Phase 5- Permitting/Bid	\$3,150.00	0%	\$0.00	\$0.00	\$0.00
Phase 6- Construction Administration	\$11,710.00	0%	\$0.00	\$0.00	\$0.00
Additional Services (MEP)	\$2,840.00	0%	\$0.00	\$0.00	\$0.00
Reimbursable Expenses	\$500.00	0%	\$0.00	\$0.00	\$0.00
<b>GRAND TOTALS</b>	<b>\$63,630.00</b>		<b>\$20,130.00</b>	<b>\$0.00</b>	<b>\$20,130.00</b>
<b>Total due Architect/Engineer</b>					<b>\$20,130.00</b>

Please remit payment to the following address:

**BKJ, Inc. Architecture**  
**1621 Physicians Drive**  
**Tallahassee, FL 32308**

Thank you for your business. Please do not hesitate to call me if you have any questions. We appreciate the opportunity to provide architectural services to your organization.

**CERTIFIED TRUE AND CORRECT BY:**

*Bonnie Davenport*  
 (Signature of Principal)

Bonnie Davenport AIA, President  
 (Typed Name and Title)

Tallahassee State College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



# Purchase Order

Purchase Order Number	PO-020982
Purchase Order Date	07/25/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

<b>Supplier:</b>
BKJ, Inc. 1621 Physicians Drive Tallahassee, FL 32308 United States of America

<b>Ship To:</b>
Tallahassee State College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

<b>Comments:</b>
PJ-0498 AC Bldg#08 - 2nd Floor Renovations/Upgrades - A/E Fees Contact: Don.Herr@tsc.fl.edu Invoice: Jenny.Shuler@tsc.fl.edu **REF: TCC RFQ 2022-11; Approved at the January 17, 2023 BOT Meeting**

<b>Bill To:</b>
Tallahassee State College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	63,630.00	0.00	63,630.00

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Proposal for full architectural/engineering (A/E) services, from design development through construction administration services, for the proposed improvements to the 2nd floor of the AC building#08 located on TCC Site 1 Campus at 444 Appleyard Drive in Tallahassee, Florida. Specifics per attached proposal dated July 18, 2024.				63,630.00

**Messages**

Tallahassee State College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities

Verification of Employment: PER FLORIDA STATUTE 448.095, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee State College.

Purchase Order and Terms and Conditions-Supplier Information for Tallahassee State College:  
<https://www.tsc.fl.edu/about/college/administrative-services/purchasing/supplier-information/>

Please send all Invoices to Accounts Payable - \*AcctPay@tsc.fl.edu\*

Director of Procurement and Auxiliary Services  
 Dustin Frost

Tallahassee State College  
444 Appleyard Drive  
Tallahassee, FL 32304  
United States of America  
Federal ID: 59-1141270  
Tax Exemption ID: 85-80-125307-72C8



## Purchase Order

Purchase Order Number	PO-020982
Purchase Order Date	07/25/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

To ensure timely payments, TSC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TSC Accounts Payable Office at (850) 201-8565.

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Disposition of Surplus Property Assets

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**Item Description**

This item requests Board approval to dispose of property assets designated as surplus.

**Overview and Background**

The College has the responsibility to record the College's property assets and conduct an annual inventory for the designated items and to periodically dispose of accumulated surplus property, assets which are obsolete and serve no useful function or their continued use is not economically feasible. These assets may include IT equipment, furniture and vehicles, but not facilities or land.

Florida Statutes (section 274.05) allows a government unit discretion to classify as surplus any of the property assets that meet the description listed above. The College has deemed the items on the following list as surplus in accordance with this statute.

Florida Statutes (section 274.06) allows property assets to be disposed of in the most efficient and cost-effective manner as determined by the government unit. The College may offer these items for sale according to the provisions of the statute, or the items may be donated or destroyed if they are without value.

**Funding/ Financial Implications**

There are no funding or financial implications.

**Past Actions by the Board**

During previous years, the Board has authorized the College to dispose of surplus property items in accordance with the procedures defined in Florida statutes.

**Recommended Action**

Authorize the College to dispose of the items designated as surplus.



### Assets for Surplus / Disposal

Asset #	Description	Date Acquired	Purchase Amount	Depreciated Value	Code
BA-000017430	DOWNDRAFT TABLE	11/5/2009	7,710.68	0.00	1
BA-000017431	DOWNDRAFT TABLE	11/5/2009	7,710.68	0.00	1
BA-000017449	MECHANICAL TRAINING SYSTEM	6/11/2010	54,965.00	0.00	1
BA-000017451	HYDRAULICS TRAINING SYSTEM	6/11/2010	27,889.05	0.00	1
BA-000017452	PNUEMATICS TRAINING SYSTEM	6/11/2010	6,001.00	0.00	1
BA-000017453	MEGAJET INNOVATOR MIXER	10/8/2010	10,505.00	0.00	1
BA-000017454	PUMPS TRAINING SYSTEM	10/17/2010	16,574.80	0.00	1
BA-000017615	INDUSTRIAL CONTROLS TRAINING SYSTEM	8/28/2014	14,547.00	0.00	1

**Asset Codes:**

- 1 Obsolete - To Be Disposed
- 2 Salvaged – To be Used for Parts
- 3 Surplus - To Be Sold or Donated
- 4 Trade - Asset To Be Used for Trade-In Value
- 5 Lost/Stolen (Police report d)

October 21, 2024

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Acquisition of Door Access System for Public Safety Student Housing

---

**Item Description**

This item requests approval of the attached material and services proposal for an automated door locking system for student housing at the Florida Public Safety Institute (FPSI).

**Overview and Background**

The student housing at FPSI is in need of a new door lock system which will provide better security and control while also making student check-in and check-outs more automated and efficient. As stated in the College's FY 2024-25 Technology Plan, the proposed solution will provide an updated access control system for interior and exterior door locks compatible with existing Wi-Fi infrastructure- allowing for improved monitoring and reporting.

Purchases exceeding the amount specified in Florida Statute 287.017, Category Five, currently \$325,000, require competitive solicitations and approval by the Board, unless exempt from the solicitation process by Florida Administrative Code (FAC) 6A-14.0734.

FAC 6A-14.0734 (g) provides an exemption for purchases that provide information technology support consistent with the College's Information Technology Plan.

**Funding/ Financial Implications**

The projected cost for implementation is \$601,649.27. Funding for the purchase of this system will be provided from the sale of timber from FPSI property.

**Past Actions by the Board**

This acquisition was listed as an initiative in the College's Information Technology Plan, approved by the Board at the May 20, 2024 meeting.

**Recommended Action**

Approve the College's request to purchase an automated door locking system at FPSI.



This Transact Order Form ("Order Form") by and between Transact Campus Inc. ("Transact") and Tallahassee State College ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary").

This Order Form, together with the Transact Master Agreement and the Transact Campus Schedule effectively dated November 8, 2021 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Transact to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Transact Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Transact, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary				
Qty	UOM	Product Code	Product or Service Description	Term Fees (USD)
1	Each	S2-NBVM-128	VIRTUAL NETBOX - 128 PORTALS SUPPORTED IN VMWARE	\$26,865.00
254	Each	S2-RLI-ASSA-TSC	ASSA ABLOY WIRELESS LOCK LICENSE	\$50,800.00
2	Each	S2-NR64	64 PORTAL EXPANSION	\$7,710.00
1	Each	S2-VMS-B-EX	EXACQVISION VMS INT LIC BASE	\$485.00
46	Each	S2-VMS-C-EX	EXACQVISION VMS INT LIC CAMERA	\$6,670.00
1	Each	S2-MM-PRO	S2 MAGIC MONITOR PRO LICENSE	\$450.00
50	Each	S2-MM-CAM	S2 MM SINGLE CAMERA LICENSE	\$7,000.00
38	Each	AA-IN120	ASSA ABLOY WIFI WIRELESS LOCK - IN120 ML20134 NAS 626 BIPS B CL6	\$45,789.62
36	Each	AA-COVERPLATE	ASSA ABLOY LOCK COVER PLATE - 784F147 630	\$4,164.12
36	Each	AA-INST-DOOR	ASSA ABLOY DOOR INSTALLATION - Installation of Mortise Locksets	\$6,930.00
218	Each	AA-INST-DOOR	ASSA ABLOY DOOR INSTALLATION - Installation of Cylindrical Locksets	\$41,965.00
218	Each	AA-COVERPLATE	ASSA ABLOY LOCK COVER PLATE - 784F177 630	\$25,235.68
223	Each	AA-IN120	ASSA ABLOY WIFI WIRELESS LOCK - IN120 CLX33134 NZD 626 BIPS B CL6	\$265,818.23
2	Annual	S2-SUSP-TR4	NETBOX SUSP PLAN - TIER 4; 129 -256 READERS; COVER - PORTALS, BADGING, REMOTE LOCKSETS, MERCURY SCP'S, PARTITIONS, DMP PANELS, AUDIT TRAIL, 3RD PART VMS	\$9,200.00
1	Each	SC-CONSULTFP	CONSULTING SRVCS-FIXED PRICE	\$11,550.00
<b>Total:</b>				<b>\$510,632.65</b>

Transact's pricing offered herein is subject to increase if this Order Form is not fully executed by November 3, 2024

**B. Term**

1. Term: The Term shall commence upon execution and continue for one (1) year following the Effective Date.
2. Subsequent Term(s) of this Order Form shall renew automatically for successive periods of one (1) year, unless Customer provides Transact, or Transact provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the then current Term, as applicable.
3. Effective Date: Upon final signature of this Order Form unless indicated otherwise in Section A. above.

**C. Payment Terms**

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of Customer's Sales Tax Direct Pay Certificate or Customer's Sales Tax Exemption Certificate must be returned with this Order Form.
3. Shipping: If applicable, shipping and handling fees for equipment and/or hardware purchased will be reflected in Customer's invoice.

**D. Special Provisions**

1. The attached Statement of Work is incorporated by this reference.

Sales Approved: Katrina Narwold

Initial

Customer: Tallahassee State College

Signature:

Name (Printed):

Title (Printed):

Date:

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes – Please complete below

PO Number:

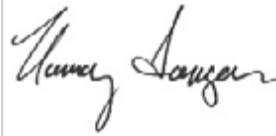
PO Amount:

Attach PO:

Attach Tax Exemption:

Transact Campus Inc.

Signature:



Name: Nancy Langer

Title: CEO

Date: 9/19/2024

## **TRANSACTION CAMPUS INC. ("Transact") PROFESSIONAL SERVICES STATEMENT OF WORK**

This Statement of Work ("SOW") outlines the responsibilities of both Transact and Tallahassee State College ("Customer") for the services that need to be performed. As such it may only be modified by a written document approved and signed by the designated representatives of each Transact and Customer. The work described below is intended to be performed on a time and materials and/or fixed fee basis as outlined in the pricing table.

This SOW incorporates the professional services terms as agreed to by the parties in a Master Services Agreement or Professional Services Agreement and will legally control the delivery of services.

### **1. Introduction and Objectives**

This SOW has been created and submitted to offer Transact's assistance to Customer with the QUO-47919-K6P5 ("Services"). Customer has identified the following objectives for the Services:

- S2 NetBox installation to control 254 Assa Abloy IN120 locks to be installed on dorm rooms that are currently using mechanical keys.
- Installation of one (1) LP1502 in a 4 door Life Safety enclosure to be used for licensing and later to be used to migrate two (2) wired doors from current system to S2.
- TS Services: (1) S2 Config, (1) Threat Level Setup & Training, (1) MSP Setup & Training, (1) Days onsite training. Transact will configure (1) Mercury LP2500/1502, (50) Assa Abloy IN120 locks. Customer will configure remaining devices, once Customer uses 43 hours config support time a PCR will be required. Total Hours: PM=7, Config=43, Train=8, Trips=1.

### **2. Project Scope and Administration**

Based on discussions with Customer the Project is outlined as follows:

SC-CONSULTFP (Services Description):

Transact will provide project oversight, management of Transact equipment shipping, review and processing of Project Change Requests and scheduling of the Support Turnover Call after Go-Live for Customer. Customer will provide a project lead along with access to the appropriate physical and technical environments for the installation. The Transact Project Manager will contact the Customer to initiate the project by reviewing the project scope and setting up a Project Kickoff. A formal project/implementation plan that provides detailed tasks and durations will be developed by the Transact project manager. Additionally, any customizations to the standard offering may cause delays in the deployment timeline.

- TS Services:
  - (1) S2 Config
  - (1) Threat Level Setup & Training
  - (1) MSP Setup & Training
  - (1) Days onsite training.
  - Transact will configure (1) Mercury LP2500/1502, (50) Assa Abloy IN120 locks.
  - Customer will configure remaining devices, once Customer uses 43 hours config support time a PCR will be required. Total Hours: PM=7, Config=43, Train=8, Trips=1.

INST-SVC (3rd Party Services):

The Transact Installer, Assa Abloy, will:

- Install (254) Assa IN120 locksets on doors currently with mechanical key locksets with metal frames.
- Installer will configure IN120 locksets using LCT software to allow locks to communicate to S2 server
- Testing & Commissioning
- Training Services

**3. Customer Responsibilities:**

General Customer Responsibilities:

- Provide adequate workspace, telephone access, internet access, and access to network resources.
- Provide Transact with access to the appropriate physical and technical environments.
- Provide network security, and manage configuration related to firewalls and open ports on the network, as well as appropriate anti-virus and intrusion detection software where applicable.
- Provide network connectivity and IP addressing for devices as required.
- Provide remote VPN access for system configuration.
- Provide requirements and specifications and participate in the analysis, design and development of all configuration data including data files used to transfer data from Customers' information system(s) to the Transact database.
- Install wiring and power for all associated hardware (unless otherwise stated).
- Provide the appropriate connection/relay from the building's fire alarm system for connection to the power supply to drop power to locks if required by local codes.
- Provide device naming convention for all devices being installed.

Customer Resources and Project Lead:

- The Customer will provide a project lead to provide subject matter expertise, leadership and coordination of all Customer required activities and facilities.

Project Specific Customer Requirements:

- The Customer will configure the virtual environment prior to installation per the specifications to be provided

**4. Fees**

The following section describes the fees for this engagement.

Qty	Unit	Description	Unit Price	Extended Net
1	AA-INST-DOOR	SERVICES	\$41,965.00	\$41,965.00
1	AA-INST-DOOR	SERVICES	\$6,930.00	\$6,930.00
1	SC-CONSULTFP	CONSULTING SRVCS-FIXED PRICE	\$11,550.00	\$11,550.00
2	SC-TRAVEL	TRAVEL EXPENSES	\$0.00	\$0.00
			Sub Total	\$60,445.00

- Note: Travel Expenses will be billed as Actual (as incurred). They are not included in the Project Fees.
- Work will be performed during standard business hours. If Customer project schedule requires consultants to work evenings, weekends or holidays an additional fee will be charged.
- In the event Customer chooses to cancel a scheduled engagement within two (2) weeks of the scheduled event, Transact may invoice Customer for the full price of the scheduled engagement plus any incurred travel change fees.

## **5. Travel and Related Expenses**

Transact will invoice the Customer for the actual travel related expenses incurred as part of this engagement. Transact will make every reasonable effort to minimize travel expenses to the Customer while still meeting project objectives.

Estimated number of trips: **1 trip.**

Transact does not maintain or provide original receipts for any expense line items under \$500. If Customer requires copies of travel receipts for any reason; the Customer will be charged a \$400.00 preparation fee for each set of consultant trip receipts.

## **6. Integration and Customization Maintenance (ICM)**

Integration & Customization Maintenance (ICM) is an annual fixed-price subscription billed as a maintenance fee for a named consulting project developed by Transact Consulting. In the event a minor upgrade or patch to a Transact product causes a solution to behave inconsistently with the documented specifications, Transact will assist in restoring the solution's functionality. ICM does not cover major version upgrades or platform changes. ICM will be invoiced up front and initiated when the named service consulting project is completed. Year 2 costs will be billed to align with the Transact Software license renewal date and will be prorated based on the closure date of the project. ICM is automatically renewed on an annual basis.

## **7. Change Control Process**

Changes to scope, resources, or timeline will go through Transact's Change Control Process ("PCR"). This process is critical in maintaining the integrity of the project and its scope are maintained throughout the engagement. Any work outside of this scope will not be completed unless those specific requirements have gone through a PCR, which defines the mechanisms for requesting, evaluating, deciding, and tracking possible changes to the project schedule, budget, scope, business objectives, and deliverables. The key objectives of the process are to:

- a. Identify changes in scope, or other unplanned activity, in advance and control them.
- b. Protect the integrity and security of deliverables that have been approved for purchase.
- c. Maintain that new tasks and other requested changes are justified and cost justifiable and that affected deliverables are identified and modified accordingly (newly baseline).
- d. Obtain authorization to proceed with the new tasks/changes and assign them to appropriate individuals to be completed.
- e. Monitor the progress and costs of the changes.

Customer and Transact will document and signoff on all changes in scope that differ from what is contained in this SOW.





This Transact Order Form ("Order Form") by and between Transact Campus Inc. ("Transact") and Tallahassee State College ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary").

This Order Form, together with the Transact Master Agreement and the Transact Campus Schedule effectively dated November 8, 2021 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Transact to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Transact Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Transact, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary				
Qty	UOM	Product Code	Product or Service Description	Term Fees (USD)
2	Each	TRMKT-DR5000-OF	DR5000 TRIM KIT	\$120.00
6	Each	DR5000-OF	DOOR READER CONTACTLESS, MM	\$1,560.00
2	Each	LSP-4DR-E2MWTA	4 DOOR, PREWIRE LP1502/MR52, NETWORKED PANEL	\$1,320.00
2	Each	S2-LNL-X2220	MERCURY LP-1502 INTELLIGENT CONTROLLER	\$4,554.00
1	Each	S2-LNL-1320-S3	MERCURY MR52 READER INTERFACE MODULE	\$828.00
1	Each	INST-MAT	MATERIALS	\$3,429.38
1	Each	INST-SVC	SERVICES	\$7,245.43
1	Each	SC-TRVLTPE	TRAVEL EXPENSES	\$420.00
			<b>Total:</b>	<b>\$19,476.81</b>

Transact's pricing offered herein is subject to increase if this Order Form is not fully executed by November 3, 2024

**B. Term**

1. Term: The Term shall commence upon execution and continue for one (1) year following the Effective Date.
2. Subsequent Term(s) of this Order Form shall renew automatically for successive periods of one (1) year, unless Customer provides Transact, or Transact provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the then current Term, as applicable.
3. Effective Date: Upon final signature of this Order Form unless indicated otherwise in Section A. above.

**C. Payment Terms**

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of Customer's Sales Tax Direct Pay Certificate or Customer's Sales Tax Exemption Certificate must be returned with this Order Form.
3. Shipping: If applicable, shipping and handling fees for equipment and/or hardware purchased will be reflected in Customer's invoice.

**D. Special Provisions**

1. The attached Statement of Work is incorporated by this reference.

Sales Approved: Katrina Narwold

Initial

Customer: Tallahassee State College

Signature:

Name (Printed):

Title (Printed):

Date:

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes – Please complete below

PO Number:

PO Amount:

Attach PO:

Attach Tax Exemption:

Transact Campus Inc.

Signature:



Name: Nancy Langer

Title: CEO

Date: 9/19/2024

## **TRANSACTION CAMPUS INC. ("Transact") PROFESSIONAL SERVICES STATEMENT OF WORK**

This Statement of Work ("SOW") outlines the responsibilities of both Transact and Tallahassee State College ("Customer") for the services that need to be performed. As such it may only be modified by a written document approved and signed by the designated representatives of each Transact and Customer. The work described below is intended to be performed on a time and materials and/or fixed fee basis as outlined in the pricing table.

This SOW incorporates the professional services terms as agreed to by the parties in a Master Services Agreement or Professional Services Agreement and will legally control the delivery of services.

### **1. Introduction and Objectives**

This SOW has been created and submitted to offer Transact's assistance to Customer with the QUO-49318-Q5D5 TSC-FPSI Exterior Doors ("Services"). Customer has identified the following objectives for the Services:

- Installation of two (2) Life Safety Enclosures – 4 Door
- Installation of two (2) LP1502
- Installation of one (1) MR52
- Installation of six (6) DR5000 card readers at exterior door locations
- Headend buildout for enclosures and control boards
- The existing locking hardware including cabling, contacts will be reused for this project.
- Transact will be responsible for programming of system for this project.

### **2. Project Scope and Administration**

Based on discussions with Customer the Project is outlined as follows:

#### **SC-CONSULTFP (Services Description):**

Transact will provide project oversight, management of Transact equipment shipping, review and processing of Project Change Requests and scheduling of the Support Turnover Call after Go-Live for Customer. Customer will provide a project lead along with access to the appropriate physical and technical environments for the installation. The Transact Project Manager will contact the Customer to initiate the project by reviewing the project scope and setting up a Project Kickoff. A formal project/implementation plan that provides detailed tasks and durations will be developed by the Transact project manager. Additionally, any customizations to the standard offering may cause delays in the deployment timeline.

- Transact will configure one (1) of the LP1502 and the MR52 into the S2 system with customer taking responsibility to program the second LP1502. This work has already been contracted on quote: QUO-47919-K6P5

#### **INST-SVC (3rd Party Services):**

MCA will provide the following services and install the following materials within the scope of this project:

1. Install (2) LP1502, Provide by Transact.
2. Install (1) MR52, Provide by Transact.
3. Install (6) Readers, Provided by Transact.
4. Install (2) 4 Doors LSP cabinet.
5. Install (2) Headend buildout.
6. All locking hardware, contacts and cabling will be reused for this project.

Clarifications & Exclusions:

**3. Customer Responsibilities:**

General Customer Responsibilities:

- Provide adequate workspace, telephone access, internet access, and access to network resources.
- Provide Transact with access to the appropriate physical and technical environments.
- Provide network security, and manage configuration related to firewalls and open ports on the network, as well as appropriate anti-virus and intrusion detection software where applicable.
- Provide network connectivity and IP addressing for devices as required.
- Provide remote VPN access for system configuration.
- Provide requirements and specifications and participate in the analysis, design and development of all configuration data including data files used to transfer data from Customers' information system(s) to the Transact database.
- Install wiring and power for all associated hardware (unless otherwise stated).
- Provide the appropriate connection/relay from the building's fire alarm system for connection to the power supply to drop power to locks if required by local codes.
- Provide device naming convention for all devices being installed.

Customer Resources and Project Lead:

- The Customer will provide a project lead to provide subject matter expertise, leadership and coordination of all Customer required activities and facilities.
- The Customer will provide resources needed for programming of users in S2 system in order to properly test installed equipment.

**4. Fees**

The following section describes the fees for this engagement.

Qty	Unit	Description	Unit Price	Extended Net
1	INST-SVC	SERVICES	\$7,245.43	\$7,245.43
1	INST-MAT	MATERIALS	\$3,429.38	\$3,429.38
2	SC-TRVLTPE	TRAVEL EXPENSES	\$420.00	\$420.00
			Sub Total	\$11,094.81

- Work will be performed during standard business hours. If Customer project schedule requires consultants to work evenings, weekends or holidays an additional fee will be charged.
- In the event Customer chooses to cancel a scheduled engagement within two (2) weeks of the scheduled event, Transact may invoice Customer for the full price of the scheduled engagement plus any incurred travel change fees.

## **5. Change Control Process**

Changes to scope, resources, or timeline will go through Transact's Change Control Process ("PCR"). This process is critical in maintaining the integrity of the project and its scope are maintained throughout the engagement. Any work outside of this scope will not be completed unless those specific requirements have gone through a PCR, which defines the mechanisms for requesting, evaluating, deciding, and tracking possible changes to the project schedule, budget, scope, business objectives, and deliverables. The key objectives of the process are to:

- a. Identify changes in scope, or other unplanned activity, in advance and control them.
- b. Protect the integrity and security of deliverables that have been approved for purchase.
- c. Maintain that new tasks and other requested changes are justified and cost justifiable and that affected deliverables are identified and modified accordingly (newly baseline).
- d. Obtain authorization to proceed with the new tasks/changes and assign them to appropriate individuals to be completed.
- e. Monitor the progress and costs of the changes.

Customer and Transact will document and signoff on all changes in scope that differ from what is contained in this SOW.