

February 21, 2022

Memorandum from President Murdaugh

The District Board of Trustees of Tallahassee Community 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, February 21, 2022 Board Meeting.

The meeting will be held in Ghazvini Center for Healthcare Education at 1528 Surgeons Drive, Tallahassee FL.

Should you have any questions, please contact me.

Sincerely,

Jim Murdaugh, Ph.D.

President

Agenda District Board of Trustees

Tallahassee Community College 444 Appleyard Drive

Tallahassee, FL 32308

Monday, February 21, 2022 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. January 18, 2022 Meeting

Request Board 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 allow 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 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.

Architect Invoices

Authorize payment of architectural invoices as presented.

3. Sponsored Programs – Provider

Authorize funding for the awards and contracts as presented.

Collective Bargaining Agreement

Request the District Board of Trustees approve and ratify the CBA between UFF and TCC for current fiscal year 2021-2022.

Human Resource Report

Approve the report as presented.

TCC Foundation

6. TCC Foundation Update

None required. Report provided for information only.

Academic Affairs

7. 2022-2023 Early College Program Agreements

The Board approves the 2022-2023 Early College progam agreements.

8. Revised 2021-2022 and 2022-2023 Academic Calendars

The Board approves the revised 2021-2022 and 2022-2023 academic calendars.

9. Academic Curriculum Changes

That the Board approve the recommendation for the program proposed and course additions, as attached.

Administrative Services

10. Fund Analysis - January

For information only, no Board action required.

11. Restrictive Covenant

The Board approve the restrictive covenant on the Hurst Museum.

12. Disposition of Surplus Property Assets

Authorize the College to dispose of the items designated as surplus.

13. Construction Status Report

Presented as an information item only.

Guaranteed Maximum Price - TCC Center for Innovation (CFI) 2nd Floor Renovations Project

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Childers Construction Company, for the TCC Center for Innovation (CFI) 2nd Floor Renovations Project.

- 15. Guaranteed Maximum Price TCC Student Union 1st Floor Renovations Project Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Mad Dog Construction, for the TCC Student Union 1st Floor Renovations Project.
- 16. Policy Manual ChangesApprove revision of College policies as presented.

PUBLIC COMMENT

WORKSHOP

PRESIDENT'S REPORT

NEXT MEETING DATE

March 21, 2022 Location: Florida Public Safety Institute

ADJOURNMENT

Minutes
District Board of Trustees
Center for Innovation
300 West Pensacola Street
Tallahassee, FL 32301
Tuesday, January 18, 2022
Business Meeting – 2:30 PM

The January 2022 District Board of Trustees meeting was called to order by Chair Lamb at approximately 2:31 p.m.

Members Present: Chair Lamb, Trustees Kilpatrick, Messersmith, Moore, and Ward

Absent: Chair Grant, Trustee Stevens Via phone/Zoom: None

Others Present: President Murdaugh, Candice Grause, Celia Cassels, Rob Hall, Trevoris McDaniel, Al Moran, Bobby Jones, Suzi Baugh, Nyla Davis, Calandra Stringer, Heather Mitchell, Kim Moore, Bob Ballard, Don Herr, Craig Knox, Dustin Frost, Donmetrie Clark, Gregory Williams, Julie Baroody

COMMENTS

- i. Board Chair Lamb asked everyone to stand for the pledge followed by a moment of silence.
- ii. Board Members Trustee Kilpatrick thanked everyone for making the first fall graduation a smooth and great event. Trustee Moore congratulated Trustee Kilpatrick for being appointed to a national board dealing with cyber security and representing the community. Trustee Ward said he was happy to see everyone and congratulated Trustee Moore for doing a good job on sharing her experiences at the Legislative conference.
- iii. President Murdaugh welcomed Florida State University President McCullough and Chief of Staff, Marissa. As a 3x alum, he thinks Florida State University could not have selected a better president. He would like President McCullough to think of the Trustees as an extension of the college to help get things done. President Murdaugh thanked President McCullough for coming and invites him to say a few words to the board.

FSU President McCullough gave thanks and is looking forward to working with the college closely. Him and his wife could not have been more welcomed into the community. His goal is to continue to embrace and to grow the partnerships with TCC and FAMU. He highlights the success of the TCC to FSU program for transfer students for both colleges. He thanks President Murdaugh and the Trustees for everything they do with the university, college, and community.

Trustees thanked President McCullough for speaking and highlighting the important relationship between the institutions. President Murdaugh thanked McCullough's leadership team for all the work they do.

APPROVAL OF MINUTES

1. November 15, 2021 Meeting

Request Board approve minutes as presented.

MOTION: Trustee Moore SECOND: Trustee Messersmith

Motion passed unanimously

INFORMATION AND NEWS ITEMS

VP Moran presents print and social media coverage on Bank of America's quarter million-dollar award for TCC's healthcare program, the upcoming Luke Bryan concert, Kim Moore winning the Leadership Award, etc. He gave a shout out to Dean Bryan Hooper for talking about the African American History calendar during a 6 a.m. live radio show on January 17th.

February 21, 2022 Page **1** of **3**

UNFINISHED BUSINESS

None

PRESENTATIONS

None

NEW BUSINESS

Approval of Consent Agenda

2. Human Resource Report

Approve the report as presented.

3. Attorney Invoice – Bryant Miller Olive (November 2021)

Authorize payment of invoices 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. Architect Invoices

Authorize payment of architectural invoices as presented.

MOTION: Trustee Messersmith SECOND: Trustee Moore Motion passed unanimously.

TCC Foundation

7. TCC Foundation Update

VP Mitchell shared information for upcoming events. None required. Report provided for information only.

Academic Affairs

8. 2021-2022 Amended Dual Enrollment Articulation Agreement with County School Boards and Public Charter Schools

The Board approves the articulation agreement.

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

9. 2021-2022 Amended Dual Enrollment Articulation Agreement with Private Schools The Board approves the articulation agreement.

MOTION: Trustee Moore SECOND: Trustee Kilpatrick Motion passed unanimously.

10. Gadsden Technical Institute and Tallahassee Community College MOU
The Board approve the agreement with Gadsden Technical Institute.

MOTION: Trustee Messersmith SECOND: Trustee Ward Motion passed unanimously

Lively Technical College and Tallahassee Community College MOU

The Board approve the agreement with Lively Technical College.

MOTION: Trustee Messersmith SECOND: Trustee Moore Motion passed unanimously.

Administrative Services

12. Policy Manual Changes

Approve revision of College policies as presented.

MOTION: Trustee Moore SECOND: Trustee Kilpatrick

Motion passed unanimously.

13. Fund Analysis - December

For information only, no Board action required.

February 21, 2022 Page **2** of **3**

14. Annual SREF Fire, Sanitation and Casualty Inspection

Approve the annual SREF Fire, Sanitation and Casualty Inspection reports in accordance with Florida Statutes.

MOTION: Trustee Messersmith **SECOND:** Trustee Ward

Motion passed unanimously.

15. RFQ 2022-02 Award Recommendation

Approve the recommended construction manager at risk, Mad Dog Construction, for the Student Union 1st Floor Renovations project.

MOTION: Trustee Kilpatrick SECOND: Trustee Moore

Motion passed unanimously.

16. RFQ 2022-03 Award Recommendation

Approve the recommended construction manager at risk, Allstate Construction, Inc., for the TCC Ghazvini Center for Healthcare Education Nursing Simulation Lab Renovations project.

MOTION: Trustee Messersmith SECOND: Trustee Ward

Motion passed unanimously.

17. Construction Status Report

Presented as an information item only.

PUBLIC COMMENT

None.

WORKSHOP

President Murdaugh introduced Nyla Davis to present the next selection of Human Resource related policies. Nyla Davis recognized the partnership with the vendor, Neola. She shared the developmental process of the new policies that were made, the requirements, and the reasons why the changes were made to those policies. She provided charts showing a broad overview of the comparison between the old and new policies.

President Murdaugh made sure the Union had the opportunity to review the policy changes so that there are no surprises or objections. He also inquires if the policy on social media was pulled until further review. Nyla Davis states that the policy has been pulled.

PRESIDENT'S REPORT

President Murdaugh shares that it is Chair Eric Grant's birthday and to wish him the best.

NEXT MEETING DATE

February 21, 2022 Location: Ghazvini Center for Healthcare Education

ADJOURNMENT

Meeting adjourned at approximately 3:38 p.m.

Minutes approved at the regular meeting of the District Board of Trustees on February 21, 2022.

W. Eric Grant	Jim Murdaugh, Ph.D.
Chair	President

February 21, 2022 Page **3** of **3**



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Architect Invoices

Item Description

This item requests that the Board approve the architect invoices submitted for the month of January 2022.

Overview and Background

The College is now under contract with five architectural firms; Architects | Lewis + Whitlock PA, BKJ, Inc. Architecture, Clemons, Rutherford & Associates, Inc., DAG Architects Inc., and Fitzgerald Collaborative Group, LLC to provide architectural and engineering services for projects at all sites and counties. To ensure quality, the five firms will be assigned projects on a rotational basis with standardized hourly fees.

Architects I Lewis + Whitlock, PA - \$48,426.00 BKJ, Inc. Architecture - \$19,892.50 Clemons, Rutherford & Associates, Inc. - \$0.00 DAG Architects, Inc. - \$21,522.50 Fitzgerald Collaborative Group, LLC - \$14,912.10

Past Actions by the Board

The Board last authorized architect invoices at the January 18, 2022 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. #6 (17320.8.6)

TO: Tallahassee Community College

Attn: Accounts Payable 444 Appleyard Drive

Tallahassee, Florida 32304

FROM: Architects: Lewis + Whitlock, P.A.

206 W. Virginia St.

Tallahassee, Florida 32301

Page 1 of 1 Pages

Federal I.D. No:

59-3616761

Purchase Order No:

PO-011147-1

Project Name:

Welding Lab - Build-Out

DATE:

1/14/2022

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

DESCRIPTION	TOTAL FEE	PERCENT COMPLETE	LESS PREVIOUSLY BILLED	AMOUNT REMAINING	AMOUNT DUE THIS INVOICE
Design Development	\$29,136.00	100%	\$29,136.00	\$0.00	\$0.00
100% Construction Documents	\$43,704.00	100%	\$43,704.00	\$0.00	\$0.00
Bid / Permitting	\$4,856.00	100%	\$4,856.00	\$0.00	\$0.00
Construction Administration	\$19,424.00	100%	\$9,712.00	\$0.00	\$9,712.00
Reimbursements - Printing	\$690.00	100%	\$690.00	\$0.00	\$0.00
GRAND TOTALS	\$97,810.00		\$88,098.00	\$0.00	\$9,712.00
	* Amount paya	ble directly to:	Invoice Total)	\$9,712.00
	* Amount paya	ble directly to:	()	*

CERTIFIED TRUE AND CORRECT BY:

(Signature of Principal)

Rodney L. Lewis, Principal

(Typed Name and Title)



Change Order

Page 1 of 3

Purchase Order Number	PO-011147 - 1
Purchase Order Date	08/27/2019
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Supplier:

Architects: Lewis + Whitlock, PA 206 W Virginia Street Tallahassee, FL 32301 United States of America

Comments:

PJ-0240 Welding Technologies Lab – Architect Fees; Contact: Trey Kimbrel, kimbrelt@tcc.fl.edu , 850-201-8750

Change Order No. 1 INTERNAL ONLY to correct accounting; canceling original lines and adding revised lines to include correct accounting worktags. PO total and number are still the same.

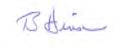
Ship To:

Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

Bill To:

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	97,811.00	0.00	97,811.00



Change Order

Purchase Order Number	PO-011147 - 1
Purchase Order Date	08/27/2019
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Page 2 of 3

ine Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1	пентианте	Proposal for Professional Architectural Services for TCC's new Welding Lab a the Advanced Manufacturing Training Center, per attached proposal dated April 24, 2019. Scope includes services required for demolition, design, construction documents and construction administration for the renovation of approximately 5,800 square feet of an existing metal building as well as exterior components on the west side of Campus. Total basic services include Design Development, 100% Construction Documents, Bidding/Permitting and Construction Administration. **Ref: TCC RFQ 2017-03; Recommendation for	Start Date	LIIU Date	Due Date	0.00
2		Architectural Services** Printing Services Include:				0.0
		Design Development Submittal - 10 Sheets (24x36) / 2 sets 100% CD Submittal - 15				
		Sheets (24x36) / 5 sets 100% CD Specs - 600 Sheets (8.5x11) / 5 sets				
3		Printing Services Include: Design Development Submittal - 10 Sheets (24x36) / 2 sets 100% CD Submittal - 15 Sheets (24x36) / 5 sets 100% CD Specs - 600 Sheets (8.5x11) / 5 sets				690.0

Change Order

Purchase Order Number	PO-011147 - 1
Purchase Order Date	08/27/2019
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Page 3 of 3

ine Number	Item Name	Description	Start Date	End Date	Due Date	Amount
4		Proposal for Professional Architectural Services for TCC's new Welding Lab a the Advanced Manufacturing Training Center, per attached proposal dated April 24, 2019. Scope includes services required for demolition, design, construction documents and construction administration for the renovation of approximately 5,800 square feet of an existing metal building as well as exterior components on the west side of Campus. Total basic services include Design Development, 100% Construction Documents, Bidding/Permitting and Construction Administration. **Ref: TCC RFQ 2017-03; Recommendation for Architectural Services**				97,121.00

Messages

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"

Please include the TCC Purchase Order Number on all invoices.

To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment. Invoices received without the referenced purchase order number will require additional confirmation from the requesting department of the applicable purchase order number, which will delay TCC's remittance of the invoice.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.



INVOICE NO. #4 (20390.2.4)

TO: Tallahassee Community College

Attn: Accounts Payable 444 Appleyard Drive

Tallahassee, Florida 32304

FROM: Architects: Lewis + Whitlock, P.A.

206 W. Virginia St.

Tallahassee, Florida 32301

Page <u>1</u> of <u>1</u> Pages

Federal I.D. No: 59-3616761

Purchase Order No: PO-013324-2

Project Name: TCC Innovation Center

Phase 1 - 2nd Floor Renovation

DATE: 1/28/2022

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

		PERCENT	AMOUNT	LESS PREVIOUSLY	AMOUNT DUE
DESCRIPTION	TOTAL FEE	COMPLETE	REMAINING	BILLED	THIS INVOICE
Advanced Schematic	\$7,778.00	100%	\$0.00	\$7,778.00	\$0.00
Design Development	\$23,333.00	100%	\$0.00	\$23,333.00	\$0.00
Construcion Documents	\$27,222.00	100%	\$0.00	\$27,222.00	\$0.00
Bid / Permitting	\$3,889.00	100%	\$0.00	\$0.00	\$3,889.00
Construction Administration	\$15,556.00	0%	\$15,556.00	\$0.00	\$0.00
Printing	\$760.00	0%	\$760.00	\$0.00	\$700.00
Additional Design Changes per Owner	\$11,365.00	0%	\$11,365.00	\$0.00	\$11,365.00
Engineering Services					
FL Model Energy Code Compliance	\$750.00	0%	\$750.00	\$0.00	\$0.00
Telecommunications Design	\$6,600.00	100%	\$0.00	\$2,310.00	\$4,290.00
Intrusion Detection/Access Control/Surveillance	\$3,600.00	0%	\$3,600.00	\$0.00	\$0.00
Audio / Visual Design	\$4,900.00	100%	\$0.00	\$1,715.00	\$3,185.00
Record Drawings	\$1,000.00	0%	\$1,000.00	\$0.00	\$0.00
Special Inspections - 2 way radio comms	\$2,000.00	0%	\$2,000.00	\$0.00	\$0.00
Two-way RF Radio DAS Design	\$1,300.00	100%	\$0.00	\$0.00	\$1,300.00
GRAND TOTALS	\$110,053.00		\$35,031.00	\$62,358.00	\$24,729.00
			Invoice Total		\$24,729.00
* Am	ount payable dired	ctly to:	()	Ψ24,120.00
* Am	ount payable dired	ctly to:	()	*

CERTIFIED TRUE AND CORRECT BY:

(Signature of Principal)

Rodney L. Lewis, Principal

(Typed Name and Title)



Change Order

Purchase Order Number	PO-013324 - 2
Purchase Order Date	02/09/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Page 1 of 3

Ship To:

Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

Bill To:

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 110,053.00 0.00 110,053.00

Supplier:

Architects: Lewis + Whitlock, PA 206 W Virginia Street Tallahassee, FL 32301 United States of America

Comments:

PJ-0267 CFI - Phase 1 - 2nd Floor Renovation – A/E Services Contact: Trey Kimbrel, kimbrelt@tcc.fl.edu 850-201-8750

OFFICIAL Change Order No. 1 (INTERNAL CO2) Adding new Line 4 in the amount of \$11,365.00 for Additional Services #1. New PO total is \$110,053.00

INTERNAL CO1 - Correction to RFQ# in item description: ** REF: TCC RFQ 2020-02; Recommendation for Architectural Services**

To die

Purchasing & General Services Director

Change Order

Purchase Order Number	PO-013324 - 2
Purchase Order Date	02/09/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Page 2 of 3

_ine Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Basic A/E services for the design development, documentation, permitting and construction administration of new infrastructure, general spaces and tenant buildouts within the Center for Innovation 2nd floor; and are based on preliminary design concepts previously developed by ALW and will include the following: 1. New infrastructure for telecom and security on each floor (see attached H2 proposal for further clarity) 2. Improvements and finishes to existing restrooms and other walls scheduled to remain. 3. New accessible restroom 4. New second floor tenant arrangements 5. New meeting and common spaces 6. New furnishings Specifics per attached proposal dated February 2, 2021. **REF: TCC RFQ 2020-02; Recommendation for Architectural Services**				77,778.00
2		Printing as needed.				760.00
3		Engineering services as needed.				20,150.00
4		Additional services #1 to revise documents in accordance with Owner-requested floor plan modifications. Per attached proposal dated September 22, 2021.				11,365.00

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

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Purchase Order Number	PO-013324 - 2
Purchase Order Date	02/09/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Page 3 of 3

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"

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. #3 (20390.4.3)

TO: Tallahassee Community College

Attn: Accounts Payable 444 Appleyard Drive

Tallahassee, Florida 32304

FROM: Architects: Lewis + Whitlock, P.A.

206 W. Virginia St.

Tallahassee, Florida 32301

Page <u>1</u> of <u>1</u> Pages

Federal I.D. No: 59-3616761

Purchase Order N

PO-013623

Project Name:

DATE:

TCC Innovation Center

2nd Floor Tenant Fit Out

1/28/2022

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

DESCRIPTION	TOTAL FEE	PERCENT COMPLETE	AMOUNT REMAINING	LESS PREVIOUSLY BILLED	AMOUNT DUE
Design Documents	\$17,880.00		\$0.00	\$17,880.00	\$0.00
100% Construction Documents	\$15,645.00	100%	\$0.00	\$15,645.00	\$0.00
Bid / Permitting	\$2,235.00	100%	\$0.00	\$0.00	\$2,235.00
Construction Administration	\$8,940.00	0%	\$8,940.00	\$0.00	\$0.00
Engineering Services					
Telecommunications Design	\$1,800.00	100%	\$0.00	\$630.00	\$1,170.00
Audio / Visual Design	\$1,600.00	100%	\$0.00	\$560.00	\$1,040.00
Additional Services					
Owner req'd Design Changes	\$9,540.00	100%	\$0.00	\$0.00	\$9,540.00
GRAND TOTALS	\$57,640.00		\$8,940.00	\$34,715.00	\$13,985.00
			Invoice Total		\$13,985.00
	* Amount payable dired	ctly to:	()	
	* Amount payable dired	ctly to:	()	*

CERTIFIED TRUE AND CORRECT BY:

(Signature of Principal)

Rodney L. Lewis, Principal

(Typed Name and Title)



Change Order

Page 1 of 2

Purchase Order Number	PO-013623 - 1
Purchase Order Date	05/11/2021
Payment Terms	Net 30
Requestor	CARL ROSS
Phone Number	(850) 201-6200

Supplier:

Architects: Lewis + Whitlock, PA 206 W Virginia Street Tallahassee, FL 32301 United States of America

Comments:

PJ-0267 CFI - Phase 1 - 2nd Floor Renovation – A/E Add Services - Full Tenant Fit-Out

Contact: Trey Kimbrel, kimbrelt@tcc.fl.edu , 850-201-8750

** REF: TCC RFQ 2020-02; Recommendation for Architectural Services**

Change Order No. 1 - Adding a new Line 3 in the amount of \$9,540.00 for Additional Services #1.

New PO total is \$57,640.00

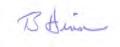
Ship To:

Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

Bill To:

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	57,640.00	0.00	57,640.00



Change Order

Purchase Order Number	PO-013623 - 1
Purchase Order Date	05/11/2021
Payment Terms	Net 30
Requestor	CARL ROSS
Phone Number	(850) 201-6200

Page 2 of 2

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Additional A/E services to include all tenant space in the project area. ALW previously received authorization to complete the design and documentation of the renovation to several shared spaces and Neighborhood 1. This proposal adds approximately 3,700 sq. ft. to the project area and includes additional shared spaces as well as Neighborhoods 2 and 3 for the Center for Innovation 2nd floor improvements. Specifics per attached proposal dated April 22, 2021. ** REF: TCC RFQ 2020-02; Recommendation for Architectural Services**				44,700.00
2		Engineering services for Telecommunications and Audio/Visual Design as needed.				3,400.00
3		Additional services #1 to revise documents in accordance with Owner-requested floor plan modifications. Per attached proposal dated December 10, 2021.				9,540.00

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"

To ensure timely payments, TCC requirés 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.



TO: Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, Florida 32304-2895

FROM: **BKJ Inc. Architecture 1621 Physicians Drive Tallahassee, Florida 32308**

Page: 1 of 1 Pages

TCC Purchase Order No.: PO-014007

Project Name:

Student Union (SU- bldg #35) Lobby/1st Floor Renovations

Date: 1/31/22

SERVICE	1	OTAL FEE	PERCENT COMPLETE	ΑN	MOUNT DUE	Pl	LESS REVIOUSLY BILLED	MOUNT DUE
BASIC SERVICES								
Phase 3- Advanced Schematic Design	\$	12,955.00	100%	\$	12,955.00	\$	12,955.00	\$ -
Phase 4- Design Development	\$	47,520.00	100%	\$	47,520.00	\$	47,520.00	\$ -
Phase 5- 50% Construction Documents	\$	38,020.00	100%	\$	38,020.00	\$	38,020.00	\$ -
Phase 6- 100% Construction Documents	\$	44,260.00	100%	\$	44,260.00	\$	44,260.00	\$ -
Phase 7- Permitting/Bid	\$	13,905.00	100%	\$	13,905.00	\$	-	\$ 13,905.00
Phase 8- Construction Administration	\$	32,460.00	0%	\$	-	\$	-	\$ -
Reimbursable Expenses	\$	250.00	100%	\$	250.00	\$	-	\$ 250.00
ADDITIONAL SERVICES								
Energy Forms (required)	\$	800.00	100%	\$	800.00	\$	800.00	\$ -
Existing Conditions Drawings (required)	\$	3,300.00	100%	\$	3,300.00	\$	3,300.00	\$ -
Commissioning- Lighting (required)	\$	3,000.00	0%	\$	-	\$	-	\$ -
Commissioning- Mechanical (TBD)	\$	5,000.00	0%	\$	-	\$	-	\$ -
Record Drawings (optional)	\$	1,500.00	0%	\$	-	\$	-	\$ -
ADDITIONAL SERVICES No. 1								
Pre-Tab Services	\$	10,505.00	100%	\$	10,505.00	\$	10,505.00	\$ -
ADDITIONAL SERVICES No. 2								
IT/ AV/ Security	\$	20,330.00	100%	\$	20,330.00	\$	20,330.00	\$ -
ADDITIONAL SERVICES No. 3								
2nd Floor additional scope of work	\$	8,930.00	100%	\$	8,930.00	\$	8,930.00	\$ -
ADDITIONAL SERVICES No. 4								
Graphics and Wayfinding	\$	5,737.50	100%	\$	5,737.50	\$	-	\$ 5,737.50
GRAND TOTALS	ċ	248,472.50		¢	206,512.50	ċ	186,620.00	\$ 19,892.50

Tallahassee, FL 32308	
Thank you for your business. Please do not hesitate to call me if you provide architectural services to your organization.	have any questions. We appreciate the opportunity to
CERTIFIED TRUE AND CORRECT BY:	
Bonnie Davenpart	Bonnie Davenport AIA, President

(Typed Name and Title)

Please remit payment to the following address:

(Signature of Principal)

BKJ, Inc. Architecture 1621 Physicians Drive



Change Order

Page 1 of 2

Purchase Order Number	PO-014007 - 2
Purchase Order Date	07/09/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Supplier:

BKJ, Inc. 1621 Physicians Drive Tallahassee, FL 32308 United States of America

Comments:

"Change Order#2 - Increasing PO by \$8,930.00 for Additional Services #3. New PO total is \$242,735.00

Student Union (SU - bldg#35) Lobby/1ST Floor Renovations – Architect & Engineering Professional Service Fees Contact: Don.Herr@tcc.fl.edu , 850-201-6168

Change Order#1 - Increasing PO by \$30,835.00 for Additional Services #1 & #2. New PO total is \$233,805.00.

Ship To:

Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

Bill To:

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	242,735.00	0.00	242,735.00

Believe

Purchasing & General Services Director

Change Order

Purchase Order Number	PO-014007 - 2
Purchase Order Date	
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

Page 2 of 2

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		For the full architectural/				242,735.00
		engineering (A/E) services				
		from advanced schematic				
		design through construction				
		administration services				
		for the proposed renovation				
		to a portion of the 1st floor/				
		Lobby in the existing				
		Student Union building#35.				
		The scope of work for the				
		subject project includes				
		developing the previously				
		approved preliminary				
		schematic design through				
		advanced schematic				
		design, design				
		development, construction				
		documents, permit				
		submittal and construction				
		administration services.				
		Specifics per attached				
		proposal dated June 29,				
		2021.				
		**REF: TCC RFQ 2020-02				
		Recommendation for				
		Architectural Services;				
		Approved at 2/17/20 BOT				
		Meeting**				

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"

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.



East Store

850-671-2714

eaststore@semblueinc.com 2915-1 East Park Ave. Tallahassee, FL 32301

www.semblueinc.com

Date	11/15/2021
Invoice #	105910
Ordered By:	Jorge
Terms	Card on File

Bill To

Customer Billing Information:

BKJ, Inc 1621 Physicians Drive Tallahassee, FL 32308

Account # B015

TCC Student Union

Thank you for your business.

Invoice

Description			Rate	Amount
24 x 36 B&W Copy 8.5 x 11 B&W Copy GBC Bind with Covers		240 1,684 2	1.60 0.12 4.50	384.00T 202.08T 9.00T
Please Remit Payment To:	There will be a \$35 for all returned checks.	Subtotal		\$595.08
Seminole Blueprint, Inc 2915-1 East Park Avenue A Finance Charge of 1.5% per month may be assessed on all 90 day past due balances.	Sales Tax (7.5%)		\$44.63	
Tallahassee, FL 32301 Tax ID# 20-8045535	In the event of non-payment, collection fees and/or reasonable attorney fees will be charged to the customer.	Total		\$639.71



Tallahassee Community College Don Herr

444 Appleyard Drive Tallahassee, FL 32304 Invoice number Date

20086_1221

12/31/2021

Project 20086 TCC STAIRWELL DESIGN

UPDATES

Professional Architectural Services

PO-013582

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - 75% Construction Documents		4,790.00	100.00	4,790.00	4,790.00	0.00
Task 2 - 100% Construction Documents		3,530.00	100.00	3,530.00	3,530.00	0.00
Tasks 3 & 4 - Bidding & Negotiations & Construction Administration		2,930.00	30.00	0.00	879.00	879.00
	Total	11,250.00	81.77	8,320.00	9,199.00	879.00

Invoice total

879.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20086_1221	12/31/2021	879.00	879.00				
	Total	879.00	879.00	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Gail at 850.337.6443 or gennis@dagarchitects.com.



Tallahassee Community College Don Herr

444 Appleyard Drive Tallahassee, FL 32304 Invoice number Date 20086_0122 01/27/2022

Project 20086 TCC STAIRWELL DESIGN

UPDATES

Professional Architectural Services

PO-013582

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - 75% Construction Documents		4,790.00	100.00	4,790.00	4,790.00	0.00
Task 2 - 100% Construction Documents		3,530.00	100.00	3,530.00	3,530.00	0.00
Tasks 3 & 4 - Bidding & Negotiations & Construction Administration		2,930.00	75.00	879.00	2,197.50	1,318.50
	Total	11,250.00	93.49	9,199.00	10,517.50	1,318.50

Invoice total

1,318.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20086_1221	12/31/2021	879.00	879.00				
20086_0122	01/27/2022	1,318.50	1,318.50				
	Total	2,197.50	2,197.50	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Gail at 850.337.6443 or gennis@dagarchitects.com.



Tallahassee Community College Don Herr 444 Appleyard Drive Invoice number
Date

21108_1221 12/31/2021

Project 21108 TCC WEI INFRASTRUCTURE EXTENSION

Professional Architectural Services

Tallahassee, FL 32304

PHASE 1 - Site 6 PO-014436

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
KH Construction Plans	60,000.00	0.00	0.00	0.00	0.00
KH Surveying Work	9,200.00	0.00	0.00	0.00	0.00
KH NWFWMD Permitting	10,000.00	0.00	0.00	0.00	0.00
KH Construction Phase Services	15,000.00	0.00	0.00	0.00	0.00
KH / EGS Geotechnical & Geophysical Services	64,200.00	60.75	29,000.00	39,000.00	10,000.00
Architectural Fees	47,680.00	15.31	7,300.00	7,300.00	0.00
Total	206,080.00	22.47	36,300.00	46,300.00	10,000.00

Invoice total

10,000.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21108_1121	12/01/2021	29,500.00	29,500.00				
	Total	29,500.00	29,500.00	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Gail at 850.337.6443 or gennis@dagarchitects.com.



Tallahassee Community College Don Herr 444 Appleyard Drive Tallahassee, FL 32304 Invoice number 21108_0122
Date 01/27/2022

Project 21108 TCC WEI INFRASTRUCTURE EXTENSION

Professional Architectural Services

PHASE 1 - Site 6 PO-014436

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
KH Construction Plans	60,000.00	0.00	0.00	0.00	0.00
KH Surveying Work	9,200.00	0.00	0.00	0.00	0.00
KH NWFWMD Permitting	10,000.00	0.00	0.00	0.00	0.00
KH Construction Phase Services	15,000.00	0.00	0.00	0.00	0.00
KH / EGS Geotechnical & Geophysical Services	64,200.00	75.27	39,000.00	48,325.00	9,325.00
KH Change Order 1-Additional Geotech & Permitting	47,600.00	0.00	0.00	0.00	0.00
Architectural Fees	47,680.00	15.31	7,300.00	7,300.00	0.00
Total	253,680.00	21.93	46,300.00	55,625.00	9,325.00

Invoice total

9,325.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21108_1221	12/31/2021	10,000.00	10,000.00				
21108_0122	01/27/2022	9,325.00	9,325.00				
	Total	19,325.00	19,325.00	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Gail at 850.337.6443 or gennis@dagarchitects.com.



FC

Tallahassee Community College Jenny Shuler 444 Appleyard Drive Tallahassee, FL 32304-2895 Invoice number 210208_1221 Date 210208_1221

Project 210208 TCC - GHAZVINI NURSING SIMULATION AUDITIORIUM RENOVATION

Professional Architectural Services

PO- 013757

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
Measured Drawings - FCG	7,500.00	100.00	7,500.00	7,500.00	0.00
Programming - FCG	8,500.00	100.00	8,500.00	8,500.00	0.00
Schematic Design - FCG	17,356.60	100.00	17,356.60	17,356.60	0.00
Schematic Design - H2 Engineering	4,100.00	100.00	4,100.00	4,100.00	0.00
Schematic Design - Kever/McKee Eng	500.00	100.00	500.00	500.00	0.00
Design Development - FCG	18,150.40	100.00	18,150.40	18,150.40	0.00
Design Development - H2 Engineering	8,200.00	0.00	0.00	0.00	0.00
Design Development - Kever McKee	1,083.00	100.00	1,083.00	1,083.00	0.00
90% Construction Documents - FCG	20,638.00	100.00	11,350.90	20,638.00	9,287.10
90% Construction Documents - H2 Eng	12,300.00	0.00	0.00	0.00	0.00
90% Construction Documents-Kever McKee	1,084.00	0.00	0.00	0.00	0.00
Permit Docs - FCG	13,253.50	0.00	0.00	0.00	0.00
Permit Docs - H2 Engineering	8,200.00	0.00	0.00	0.00	0.00
Permit Docs - Kever McKee	1,083.00	0.00	0.00	0.00	0.00
Agency Permitting - FCG	8,234.50	0.00	0.00	0.00	0.00
Bidding - FCG	11,125.20	0.00	0.00	0.00	0.00
Bidding - H2 Engineering	2,050.00	0.00	0.00	0.00	0.00
Construction Administration - FCG	18,081.80	0.00	0.00	0.00	0.00
Construction Administration - H2 Eng	6,150.00	0.00	0.00	0.00	0.00
Hydrant Flow Test-H2 Eng	600.00	100.00	600.00	600.00	0.00
Record Documents - H2 Eng	1,000.00	0.00	0.00	0.00	0.00
Pre Test and Balance - H2 Eng	5,700.00	100.00	5,700.00	5,700.00	0.00
Post Test and Balance - H2 Eng	5,700.00	0.00	0.00	0.00	0.00
Construction Administration - Kever McKee	600.00	0.00	0.00	0.00	0.00
Subtotal	181,190.00	46.43	74,840.90	84,128.00	9,287.10
Additional Services					
Conversion of the Outdoor Storage Room 248-FCG	15,440.00	0.00	0.00	0.00	0.00
Conversion of the Outdoor Storage Room 248-H2 Eng	5,900.00	0.00	0.00	0.00	0.00



Tallahassee Community College
Project 210208 TCC - GHAZVINI NURSING SIMULATION AUDITIORIUM RENOVATION

Invoice number Date 210208_1221 12/31/2021

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
	Subtotal	21,340.00	0.00	0.00	0.00	0.00
	Total	202,530.00	41.54	74,840.90	84,128.00	9,287.10

Invoice total

9,287.10

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210208_1121	11/30/2021	13,225.90		13,225.90			
210208_1221	12/31/2021	9,287.10	9,287.10				
	Total	22,513.00	9,287.10	13,225.90	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to 1201 W. Peachtree Street, Suite 630, Atlanta, GA 30309. If you have any questions please contact Judith 832.331.9418, or judith@fc-groupllc.com.



FC 1201 W. Peachtree Street Suite 630 Atlanta, GA 30309 850.350.3500

> Tallahassee Community College Jenny Shuler 444 Appleyard Drive Tallahassee, FL 32304-2895

Invoice number 210224_1221 Date 210224_1221

Project 210224 TCC - GHAZVINI SOLAR PANELS PATIO

Purchase Order # 014731

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
Schematic Design	8,865.00	0.00	0.00	0.00	0.00
Schematic Design-Kever McKee	1,125.00	0.00	0.00	0.00	0.00
Design Documents	3,722.00	0.00	0.00	0.00	0.00
Design Documents-Kever McKee	1,313.00	0.00	0.00	0.00	0.00
Design Documents-H2 Engineering	4,400.00	0.00	0.00	0.00	0.00
90% Construction Documents	10,350.00	0.00	0.00	0.00	0.00
90% Construction Documents-Kever McKee	750.00	0.00	0.00	0.00	0.00
Permit Documents	3,363.00	0.00	0.00	0.00	0.00
Permit Documents-Kever McKee	562.00	0.00	0.00	0.00	0.00
Permit Documents-H2 Engineering	4,400.00	0.00	0.00	0.00	0.00
Bidding	4,440.00	0.00	0.00	0.00	0.00
Construction Administration	9,260.00	0.00	0.00	0.00	0.00
Construction Administration-Kever McKee	750.00	0.00	0.00	0.00	0.00
Construction Administration-H2 Engineering	2,200.00	0.00	0.00	0.00	0.00
Subtotal	55,500.00	0.00	0.00	0.00	0.00
Additional Required Services					
Measured Drawings	2,400.00	50.00	1,200.00	1,200.00	0.00
Programming	7,500.00	100.00	1,875.00	7,500.00	5,625.00
Independent Green Technologies (IGT Solar)	5,400.00	0.00	0.00	0.00	0.00
Subtotal	15,300.00	56.86	3,075.00	8,700.00	5,625.00
Total	70,800.00	12.29	3,075.00	8,700.00	5,625.00

Invoice total

5,625.00



Tallahassee Community College

Project 210224 TCC - GHAZVINI SOLAR PANELS PATIO

Invoice number Date 210224_1221 12/31/2021

Aging Summa

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210224_1121	11/30/2021	3,075.00		3,075.00			
210224_1221	12/31/2021	5,625.00	5,625.00				
	Total	8,700.00	5,625.00	3,075.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to 1201 W. Peachtree Street, Suite 630, Atlanta, GA 30309. If you have any questions please contact Judith 832.331.9418, or judith@fc-groupllc.com.



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Sponsored Programs – Provider

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

<u>Florida Department of Education - Support for Implementation and Maintenance of Charter Schools Federal Grant - Technical Assistant - Amendment 3</u>

This amendment increases the award by \$702,605.88. New award amount is \$1,523,071.76 with an indirect cost rate of 8%.

Florida Department of Education - Troops to Teachers - Amendment 6

This amendment reallocates funding from Other Expenses to Payroll, Travel, Freight & Postage, and Contracted Services. The award amount remains the same.

<u>Florida Department of Juvenile Justice - Contracted Research Position FY 21/22 - Amendment 1</u>

This amendment clarified the Scope of Work of the Contracted Research Position. The award amount remains the same.

<u>Florida Department of Transportation – Traffic Safety Resource Prosecutor Program - Amendment 1</u>

This amendment reallocates funding from Vehicle Fuel, Maintenance, and Repairs to Computer Software to assist with TSRP trainings. The award amount remains the same.

<u>Florida Department of Transportation – Florida Teen Traffic Safety Program - Amendment 1</u> This amendment increases the award by \$107,676. New award amount is \$432,676 with an indirect cost rate of 8%.

<u>Florida Department of Education - Civic Literacy Excellence Initiative: Coaches and Captains</u>

This award provides funding to increase the capacity of the Florida Department of Education to support and reinforce standards implementation, provide sustained professional learning, and contribute to projects that support Florida's priorities for Civic Literacy. The amount of this award is \$5,690,564 with an indirect cost rate of 8%. The funding period is from 12/03/2021 through 9/30/2023.

Florida Department of Education - Expanding Early Career and technical Education (CTE) College High School

This award provides funding for TCC to expand early career and technical education, including exploration of charter school options. The amount of this award is \$2,000,000 with an indirect cost rate of 8%. The funding period is from 12/16/2021 through 9/30/2023.

<u>City of Tallahassee – CHSP – Take Stock in Children</u>

This award provides additional support the Take Stock in Children activities within Leon County. The award amount is \$15,000 with an indirect cost rate of 0%. The funding period is from 10/1/21 through 9/30/22.

II. Commitments, Expenditures, Contracts for Service None at this time.

Past Actions by the Board

<u>Florida Department of Education - Support for Implementation and Maintenance of Charter Schools Federal Grant - Technical Assistant</u>

Amendment 2 was approved at the November 2021 Board of Trustees meeting.

Florida Department of Education – Troops to Teachers

Amendments 3 - 5 were approved at the September 2021 Board of Trustees meeting.

<u>Florida Department of Juvenile Justice - Contracted Research Position FY 21/22</u> Initial award approved at the October 2021 Board of Trustees meeting.

<u>Florida Department of Transportation – Traffic Safety Resource Prosecutor Program</u> Initial award approved at the November 2021 Board of Trustees meeting.

<u>Florida Department of Transportation – Florida Teen Traffic Safety Program</u> Initial award approved at the November 2021 Board of Trustees meeting.

<u>City of Tallahassee – CHSP – Take Stock in Children</u>

This award is an annual renewal.

Funding/ Financial Implications

The above projects are established in Fund 2, Restricted Accounts. The total indirect anticipated from the new awards is \$562,215.95.

Recommended Action

Authorize funding for the awards and contracts as presented.



February 21, 2022

MEMORANDUM

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

Item Description

This item is the Collective Bargaining Agreement (CBA) between Tallahassee Community College and the United Faculty of Florida - TCC chapter (UFF) for fiscal year 2021-2022.

Overview and Background

After the full-time faculty, counselors and librarians voted to unionize in 2016, TCC and UFF negotiated for two years before coming to an initial tentative agreement on September 13, 2018. The first CBA was approved by the District Board of Trustees on October 22, 2018. The current CBA for fiscal 2020-2021 was approved on September 21, 2020, with an effective end date of June 30, 2021 or until a new agreement is approved and ratified.

In February 2021, TCC and UFF began negotiations for a new agreement and after several meetings TCC received confirmation of UFF's acceptance and ratification vote for the presented 2021-2022 CBA.

Funding/ Financial Implications

Funding from the Higher Education Emergency Relief Fund (HEERF) will be used to pay a single, lump sum, non-recurring payment of 4% of the base salary for members of the bargaining unit immediately upon District Board of Trustees approval of this agreement.

Past Actions by the Board

The previous CBA for fiscal year 2020-2021 was approved on September 21, 2020.

Recommended Action

Request the District Board of Trustees approve and ratify the CBA between UFF and TCC for current fiscal year 2021-2022.

Calandra Stringer

From: Julie Baroody

Sent: Thursday, January 20, 2022 4:11 PM

To: Calandra Stringer

Subject: Results of Ratification Vote

Hi Calandra,

Here are the results of the Ratification Vote

The tally for Ratification vote for TCC CBA 2022 has been computed and released:

The ratification vote is complete. The results are: 122 of 168 voters voted in this referendum; 101 voted yes, in favor of the contract; 21 voted no.

122/168 73% of Full-Time Faculty Voted

101/168 60% of Full-Time Faculty Voted Yes

21/168 13% of Full-Time Faculty Voted No

46/168 27% of Full-Time Faculty Abstained

Best,

Julie

Julie Baroody Professor, Art Communications and Humanities Tallahassee Community College 850.201.8713 baroodyj@tcc.fl.edu

^{***}Due to Florida's very broad public records law, most written communications to or from Tallahassee Community College employees regarding College business are public records, available to the public and media upon request. Therefore, this email communication and your response may be subject to public disclosure.***

TALLAHASSEE COMMUNITY COLLEGE

and

UNITED FACULTY OF FLORIDA

2021-2022

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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. <u>Use of Facilities</u>. The Tallahassee Community College (TCC) Chapter of the United Faculty of Florida (UFF) (TCC/UFF) shall have the right to use College facilities on the same basis as other groups in the community.
- 2. <u>Dues Deductions</u>. The College and UFF hereby agree to the deduction and remittance of UFF membership dues and uniform assessments.
 - A. **Procedure.** During the term of this Agreement, the College agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form.
 - i. Commencement of Deduction. Deductions shall be made beginning with the first full pay period following receipt by the College Human Resources Office of a valid check-off authorization form.
 - ii. Notice of Changes. UFF shall give written notice to the College of any changes in its dues or uniform assessments at least forty-five (45) calendar days prior the effective date of any such change.
 - iii. Dues Deduction Amount. UFF dues are one percent of Faculty base pay. In the event of a change in a Faculty member's base pay, the deduction amount shall be adjusted to match one percent of the new base pay.
 - iv. Remittance. The dues and uniform assessments deducted, if any, shall be remitted by the College to the UFF within thirty (30) calendar days following the end of the pay date.
 - v. Termination of Deduction. The College's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either, (1) thirty (30) calendar days following receipt by the Human Resources Office of a written notification from the employee revoking that employee's authorization of deductions, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The College will provide notice to the Union of any written notification revoking an employee's authorization of deductions within seven (7) days of when it is received by the College.
 - vi. The College shall not deduct any UFF fines, penalties, or special assessments from the pay of any employee.
 - vii. Insufficient Pay. In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it shall be the responsibility of the Union to collect its dues for that pay period directly from the employee.

- B. **UFF Responsibilities.** UFF assumes responsibility for all monies deducted under this Agreement and remitted to UFF. UFF shall promptly refund to the College excess monies received under this Agreement.
- 3. 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-TCC payroll deduction report. All requests for information shall be responded to in accordance with the College's procedure for public records requests.
- 4. <u>Access to Bulletin Boards</u>. 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.
- 5. 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/TCC 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/TCC 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 shall be presented in the following manner:

- 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.
- 16. If a continuing contract Faculty member is terminated, suspended without pay or returned to annual contract, the Faculty member may choose to proceed to arbitration pursuant to this Article or to appeal the decision under Chapter 120, Florida Statutes. 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. <u>Temporary Appointments</u>. 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 1st 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 1st. 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, office 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.
- 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 16 or 17 of Article 8 Grievance and Arbitration Procedure, as appropriate.
- 5. <u>Dismissal of an Individual due to Consolidation, Reduction or Elimination of a Program.</u> 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 accept an appointment to an Administrator position 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 TCC 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 TCC. All prior evaluations from TCC 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 TCC. All prior evaluations from TCC 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 TCC 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 TCC as an Assistant Librarian. All prior evaluations from TCC 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 TCC as an Associate Librarian. All prior evaluations from TCC 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 1st 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.** A standard teaching load is an assignment for a teaching Faculty member to be in an assigned space, for an assigned cumulative amount of time, which will satisfy the Faculty member's contractual obligations. 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.

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 are not an even factor of fifteen (15), Faculty may teach up to eighteen (18) contact hours. 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.

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 office 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.

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 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. Twenty-five (25) hours shall be scheduled and the remaining fifteen (15) hours shall be used for College service and related professional activities. 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 office 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.

A. Instructional and Office 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 office 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 oncampus office hours. Office hours may be adjusted for assignments during nontraditional 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.

Office 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. Office 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 office 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) office hours per week during each semester of the academic year.
 - (a) At least five (5) of these office 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 office hours. Classrooms may only be used for this purpose if the Faculty member is assigned to that classroom immediately before and after the office hours, and only if the classroom is not needed for class scheduling.
 - (b) Faculty teaching online may schedule one (1) office hour online for each class taught online. 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 office 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 office 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 office 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 office hours have been cancelled during the week. Any cancellations of office 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 utilize up to five (5) office 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 learning, 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 Advising.** Faculty are expected to advise students for four (4) hours per week or sixty-four (64) hours per semester as part of the Faculty advisement process. These hours are scheduled in addition to office and class hours. Annual contract Faculty may advise during their first academic year, as approved by their Dean.
 - i. Faculty Advisors are required to participate in training (online and inperson as appropriate).
 - ii. Faculty Advisors shall participate in "advising week" activities as appropriate.
 - iii. Faculty must select one of the following advising Orientation Advisor, AS Program Advisor, FY Faculty Mentors, Student Advisor (Advising Center), Intervention Specialist, Online Student Success Advisor, Student Internship/Career Services Advisor, Academic Coach, or any other option created by the College. The Faculty member's option shall be approved by the Dean.
 - iv. Faculty shall commit to advise students for one (1) academic year using the option chosen.
 - v. Faculty shall submit a mid-year assessment of advising activities.
 - vi. Faculty shall participate in a debriefing at the end of each academic year.

4. <u>Summer Teaching Assignments</u>. 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) office hours for each course taught. The requirements of section 3 of this Article, Faculty Work Hours and Responsibilities, apply to office 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 UFFTCC. 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 a 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. <u>Meeting Course Load Requirements</u>. 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 courserelated 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 (4th) 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 office 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 office hours during this week to ensure availability to students and support end of semester grading requirements as follows:

- A. Faculty are to post office 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) office 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) office 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.
- 10. <u>Librarians and Counselors</u>. 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.
 - 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. TCC's Equal Access/Equal Opportunity Statement;
- O. TCC's Equity Statement; and
- P. 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; office 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 TCC programs and course offerings.

1. <u>Distance Education</u>. 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 TCC 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. <u>Class Size</u>. Determination of class size for online classes is at the discretion of the College.

4. Faculty Responsibilities.

A. Office Hours. A Faculty member teaching an online course shall conduct the normally expected number of office hours. Faculty teaching online may schedule one (1) office hour online for each class taught online. 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 office hours online. Faculty are to meet with students in the venue best suited to meet student needs. Online office hours must be posted and accessible by students using methods in accordance with Article 13 Work Responsibilities of this Agreement.

- B. **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.
- C. 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.
 - 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.
- D. **Workload.** Faculty members may teach up to fifty (50%) percent of their standard teaching load online as stated in Article 13 Work Responsibilities of this Agreement. Additional course(s) may be granted with approval of the Dean. Final approval of additional courses is at the discretion of the Provost.
- 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.

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 15th for Summer and Fall. Textbooks must be selected and approved by October 1st 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. <u>Office Assignments</u>. 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 Policy 10-12, 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 Policy 10-12, 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 1st 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. <u>Grievance of Evaluations</u>. 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. <u>Contract Period</u>. 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.

The starting salaries for Faculty on a nine-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	\$46,050.00	\$46,694.80	\$47,339.60	\$47,984.44	\$48,629.20	\$49,274.00
Masters	\$43,243.00	\$43,848.40	\$44,453.80	\$45,059.20	\$45,664.60	\$46,270.00
Bachelors	\$41,177.00	\$41,753.40	\$42,329.80	\$42,906.20	\$43,482.60	\$44,059.00
Associate Degree and program specific credentials	\$39,785.00	\$40,023.80	\$40,262.60	\$40,501.40	\$40,740.20	\$40,979.00

Librarians and counselors are on a twelve-month contract. The starting salaries for Librarians and counselors 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	\$47,700	\$48,368	\$49,036	\$49,704	\$50,371	\$51,039
Masters	\$45,000	\$45,630	\$46,260	\$46,890	\$47,520	\$48,150

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 annually by Human Resources. Such analysis will be completed by January 31 of each year to be implemented July 1 of that year. Under these circumstances, the College is authorized to offer additional compensation of up to twenty percent (20%) 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.

3. Salary Adjustments.

In recognition of their commitment and work effort in the face of instructional challenges during the on-going COVID-19 Pandemic, Faculty shall receive a single, lump sum, non-recurring payment of 4% of their annual base pay, upon ratification of this Agreement.

Adjustments may be made for existing positions due to market conditions, in cases where specialized credentials or experience are required, or other reasons. This determination will be based on the same analysis conducted annually by Human Resources for new hires. The College is authorized to increase compensation up to twenty percent (20%) of the current base salary. 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. <u>Salary Incentive Supplements</u>. 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 TCC 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 TCC'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.

B. **Faculty Incentive Supplement**. The College will provide a specialized program to enhance Faculty knowledge, skills, and abilities that should lead to an increase in student success. Participation is voluntary. To be eligible, Faculty must complete this program no later than twelve (12) months from its implementation. Upon program completion, Faculty will receive a \$750 increase to their base wage.

As part of the program, a Faculty member must submit a plan to their Dean for approval that implements strategies to enhance instructional effectiveness in and/or outside the classroom as well as evidence-based outcomes. Faculty can participate only once in the program and may use a corresponding number of professional development work hours.

5. <u>Compensation for Supplemental Assignments.</u> 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/cont*act hour rate"). Clinical and healthcare labs will be paid at the clock hour rate.

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

Extra Teaching Assignment in Clinical Settings		
Academic Credential	Clock Hour Rate	
Doctorate	\$73	
Masters	\$66	
Bachelors	\$60	
Associate Degree and program specific credentials	\$50	

- 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 office 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:

Non-teaching Pay Assignments		
New Course Development	\$1,250	
Academic Enrichment	\$2,500 per semester	
Faculty Enrichment	\$1,250 per semester	
Open Educational Resource Development	\$3,000 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.

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.

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

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. <u>Substitute Pay.</u> Substituting for another full-time Faculty member in their absence is considered a professional courtesy, but must 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.

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

7. <u>Increase Pay for Additional Educational Degree Attainment</u>. 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. <u>Certifications and Graduate Course Attainment</u>. 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. <u>Pay Dates</u>. 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

Course Development	Academic Enrichment	Faculty Enrichment
Creation of a fully online or hybrid format	Eyrie	Faculty Coordinator – Service Learning
Preparing courses that have never been offered at TCC 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 TCC 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. <u>Insurance Benefits</u>. 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 plan year beginning January 1, 2021. The College will contribute 100 percent (100%) towards the monthly premium for the Health Maintenance Organization (HMO) health insurance plan for an individual employee offered by the College. The employee is responsible for any amounts for premiums associated with a plan selected by the employee that is more than the HMO individual employee plan. Should the monthly premium for the single employee HMO plan decrease to an amount below the HMO plan, the College will only be responsible for contributing the lower amount and the employee will be responsible for any additional premiums above the lower amount that is associated with the plan selected by the employee.
- 3. <u>Life Insurance</u>. 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. <u>Supplemental Insurance Plans</u>. Faculty members shall be entitled to participate in any supplemental insurance plans authorized by the College.
- 5. <u>Tuition Reimbursement</u>. Faculty members and their families are eligible to receive tuition waivers for college classes in accordance with Board Policy 04-15 and Board Policy 04-16. Faculty members are also eligible to receive tuition reimbursement for non-TCC courses in accordance with Board Policy 04-14.
- 6. <u>Tuition Reimbursement for Nursing Faculty.</u> 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 of Trustee Policy 04-14 and the related Procedure.
- 7. <u>Employee Assistance Program.</u> 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. <u>Faculty Use of Facilities</u>. 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. <u>Annual Leave</u>. Pursuant to Board Policy 04-28, teaching Faculty do not receive annual leave; Librarians do receive annual leave.
- 12. <u>Sick Leave</u>. Faculty members are provided with sick leave, as set forth in Board Policy 04-29. Payment for unused sick leave upon separation from employment is set forth in section D of Board Policy 04-29. Faculty members are eligible for participation in the College's Sick Leave Pool, as set forth in Board Policy 04-30.
- 13. **Personal Leave.** Personal leave for Faculty is set forth in Board Policy 04-31.
- 14. <u>Leave of Absence without Pay</u>. Leave of Absence without Pay for Faculty is set forth in Board Policy 04-32. This policy also covers the continuance of benefits while on leave without pay.
- 15. <u>Administrative Leave</u>. Administrative leave for Faculty is set forth in Board Policy 04-33.
- 16. <u>Military Leave</u>. Military leave for Faculty is set forth in Board Policy 04-36. 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 04-40.
- 18. <u>Domestic Violence Leave</u>. Domestic Violence Leave for Faculty is set forth in Section 741.313, Florida Statutes.
- 19. **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-TCC. 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. <u>Materials subject to copyright and patent</u>. 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. **<u>Determination of Rights.</u>** 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. **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. The above holds in all cases except those in which the individual(s) request, and the College agrees to permit the College's name to be used in connection with the product or process and also agrees to market or assist in acquiring a marketing source for the product or process. In these cases, royalties shall be shared with the College receiving twenty-five (25%) percent and the individual(s) receiving seventy-five (75%) percent, unless a written agreement is executed and approved by all parties prior to the granting of the copyright or patent that specifies an alternative sharing of royalties.
 - 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.
- 4. <u>Dispute Resolution.</u> 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.

The pre-disciplinary process is set forth in College Policy 05-16.

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*;
 - 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. The employee with the lowest rank in the specified work unit or program would be laid off, unless the College can demonstrate that the other Reduction-in-Force Criteria outweigh rank.

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

^{*}Incorporated with the above criteria for reduction are the working definitions of the evaluative criteria as stated in the Florida Board of Education Rules.

- 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 upon ratification by the Union and the College and shall remain in effect until June 30, 2022.

This Agreement was ratified by the UFF of This Agreement was ratified by the Board	
UNITED FACULTY OF FLORIDA	THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE
Jen Robinson President	Jim Murdaugh, Ph.D. President
Martin Balinsky Vice-President Co-Chief Negotiator	Eric Grant Chair
Dated·	Dated:



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Human Resource Report

Item Description

This item request Board approval for personnel actions.

Overview and Background

Pursuant to College Policy 04-06 and 04-17, 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 2021-2022 Operating Budget.

Recommended Action

Approve the report as presented.

Original Appointments - Execu	utive, Administrative, Managerial & Professional	

Name	Position	Department	Effective Date	
None to Report				

Original Appointments - Classified Staff

Name	Position	Department	Effective Date	
Ernest McGriff	Custodian	Facilities	January 4, 2022	
Patrice Robinson	Lead Instructor, Commercial Vehicle Driving Program	CDL Program	January 4, 2022	
Cindy Barefield	Dental Clinic Office Coordinator	Dental Health Programs	January 4, 2022	
India Rhodes	Media Relations Specialist	Strategic Communications	January 4, 2022	
Kym Mattson	Call Center Representative	Call Center	January 5, 2022	
Caleb Butkowski	Information Technology Support Specialist	Help Desk	January 10, 2022	
Losias Israel	Student Support Specialist	Student Records	January 10, 2022	
David Hadzima	Program Coordinator, Transportation & Logistics	Continuing Workforce Education	January 10, 2022	
Catherine Harris	Career and Academic Advisor	Advising	January 18, 2022	

Original Appointments - Faculty

Name	Position	Department	Effective Date	
Marty Walker	Nursing Faculty	Nursing Faculty	January 4, 2022	
Tina Hollie	Nursing Clinical Faculty	Nursing Faculty	January 4, 2022	

Original Appointments - Contracts & Grants

-	indi Appointmente Contracte de Grante					
	Name	Position	Department	Effective Date		
	Samantha Dunaway	Director of CTE Outreach & Recruitment	Workforce Development	December 13, 2021		
	Julius Williams	Career Development Specialist	Campus 100 - DOC - Jefferson C.I.	January 4, 2022		
	Veronica Sitaras	Program Specialist I	DOE McKay Scholarship	January 4, 2022		
	Viodelda Page	Special Education Assistant	DOC Marion/Lowell/FWRC C.I.	January 4, 2022		
	Shannon Kelley-Garcia	Career Development Specialist	Compass 100 DOC - Charlotte C.I.	January 18, 2022		

Re-Appointments (All Employees)

Name	Position	Department	Effective Date	Prior Position	
None to Report					

Drop Retiree Participants (All Employees)

Name	Position	Department	Enrollment Date	End Period
Santiago Molina	Biological Science Faculty	Biological Science Faculty	September 1, 2021	October 31, 2025
Debra Burtoft	Dental Hygiene Faculty	Dental Health Faculty	January 1, 2022	December 31, 2026
Patricia Chukes	Senior Custodian	Facilities	January 1, 2022	December 31, 2026
Mary Kornegay	Client Support Manager	Information Technology - User Services	February 1, 2022	January 31, 2027

Separations (All Employees)

Name	Position	Department	Effective Date	Separation Type
Jackelyn Baldwin	Program Specialist I	DOE McKay Scholarship	December 2, 2021	Resigned
Kayla Ealum	Career Development Specialist	Compass 100 DOC - Walton C.I.	December 3, 2021	Resigned
Sarah Skidmore	Special Education Assistant	DOC - Charlotte C.I.	December 3, 2021	Resigned
Brooke Kurzen	Career Development Specialist	Compass 100 DOC - Sago Palm C.I.	December 17, 2021	Resigned
Jason Standley	Maintenance Technician II	Facilities	December 31, 2021	Resigned
Jessica Cahill	Career Development Specialist	Compass 100 - DOC - Hamilton C.I.	December 31, 2021	Dismissed
Lenda Kling	Executive Coordinator	President's Office	December 31, 2021	Retired
		Political Science, Criminal Justice &		
Michelle Rehwinkel	Legal Studies and Applied Ethics Faculty	Paralegal Studies Faculty	December 31, 2021	Retired

		Physical Plant, Facilities, Planning and		
Tim Frost	Maintenance and Material Management Supervisor	Construction	December 31, 2021	Retired
Steven Humphries	Program Coordinator for Adult Education	Continuing Workforce Education	January 4, 2022	Resigned
Lauren Bradley	Social Media and Digital Content Specialist	Strategic Communications	January 5, 2022	Resigned
Anthony Hall	Research and Business Analyst	Institutional Research and Planning	January 7, 2022	Resigned
Margaret Bronson	Staff Assistant	Communications and Humanities	January 7, 2022	Resigned
Emily Maurer	Coordinator of Internal Student Services	Advising & Retention	January 14, 2022	Resigned
Heather Redfield	Nursing Faculty	Nursing Faculty	January 17, 2022	Resigned
Serina Montijo	Scholarship Coordinator	Financial Aid	January 18, 2022	Resigned
Charles Frazier	Career Development Specialist	Compass 100 DOC - Cross City C.I.	January 19, 2022	Resigned
Brenda Hehe	Cashier	Financial Aid	January 21, 2022	Resigned
Jennifer Russell	Associate Dean	Healthcare Professions	January 21, 2022	Resigned
Joseph Kervin	Campus Police Sergeant	Campus Police	January 28, 2022	Resigned

Outside Employment Requests (All Employees)

Name	Position	Department	Employer	Position		
Katina Smith	Office Manager	Transitional Studies	Red Lobster	Server Assistant		
Heather Hamlin	Program Manager	Healthcare Professions	Tallahassee Memorial Hospital	Office Manager		
Angela Long	Chief Engagement Officer	President's Office	Self	Consultant		

Seeking to Hold Political Office Requests (All Employees)

lame	Position	Department	Office	Position
lone to Report				

Reclassifications (All Employees)

Name	Position	Department	Effective Date	Prior Position
Susan Bulecza	Director of Nursing Programs	Healthcare Professions	January 4, 2022	Nursing Faculty
Makeshia Barnes	Nursing Faculty	Nursing Faculty	January 4, 2022	Adjunct
Tammy Paarlberg	Nursing Faculty	Nursing Faculty	January 4, 2022	Adjunct
Caroline Sherlock	Testing Specialist	Testing Services	January 4, 2022	OPS
Iris Davis	Early Childhood Education Faculty	Education & Early Child Development	January 4, 2022	Adjunct
Marissa Chandler	Staff Assistant	Campus & Civic Engagement - Office Staff	January 18, 2022	OPS
				Information Technology Support
Karen Bevis	Security Administrator	Enterprise Applications	January 18, 2022	Specialist



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Heather Mitchell

Vice President for Institutional Advancement and Executive Director of the TCC

Foundation

SUBJECT: TCC Foundation Update

Item Description

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

Overview and Background

Attached is a report of funds raised by the TCC 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:

- February 28: TCC Visit with a VP Featuring Dr. Barbara Wills, 12:00 12:30 p.m. via ZOOM,
- March 3: Cleaver and Cork Toast & Talk, Turner Auditorium, 6:00 8:00 p.m., Ticketed Event www.cleaverandcorktcc.com
- March 5: Cleaver and Cork Food & Wine Festival, TCC Intramural Fields, 11:00 a.m.
 3:00 p.m., Ticketed Event www.cleaverandcorktcc.com
- April 9: Hops & Half Shells 5K Trail Run, Wakulla Environmental Institute, 8:00 a.m.

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 -

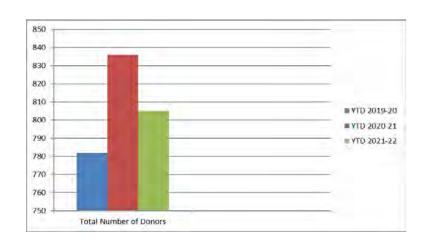
None required. Report provided for information only.

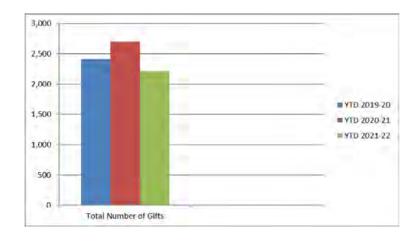
TCC Foundation - Financial Update FY 21/22 <u>July - January</u>

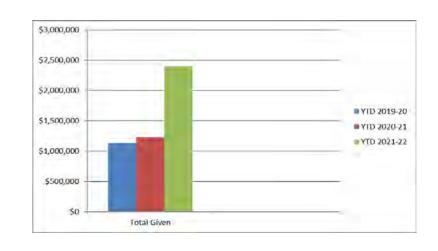
		YTD 19/20	YTD 20/21	YTD 21/22
	Total Received	\$1,129,962	\$1,229,443	\$2,398,628
	Scholarship amount	\$494,291	\$640,076	\$503,370
	Program support amount	\$341,437	\$360,914	\$697,263
TCC Foundation	Facility support amount	\$172,000	\$96,671	\$76,080
	Unrestricted support amount	\$122,234	\$131,782	\$121,915
	Athletics Campaign/Blue Print Funds			\$1,000,000
	Number of Donors	782	836	805
	Number of Gifts	2,414	2,701	2,214
	Net assets of the TCC Foundation	\$18,629,497	\$20,739,433	\$23,638,894

TCC Foundation		YTD 19/20	YTD 20/21	YTD 21/22
	Total Received for Alumni	\$143,492	\$106,769	\$134,502
	Number of Donors	138	147	123
	Number of Gifts	628	645	557

TCC Foundation		YTD 19/20	YTD 20/21	YTD 21/22
	Cash	\$1,097,962	\$1,229,443	\$2,393,400
	Gift in Kind	\$32,000	\$0	\$5,228
	Number of Planned Gifts Confirmed	4	3	3
	Total Raised - Pledges Received	\$178,036	\$191,514	\$392,798
	Grants Received			27 grants total \$8,692,008
	Grants Applied For			13 grants total \$9,390,770
	Pledges Expected by 6/30/2022			\$377,288



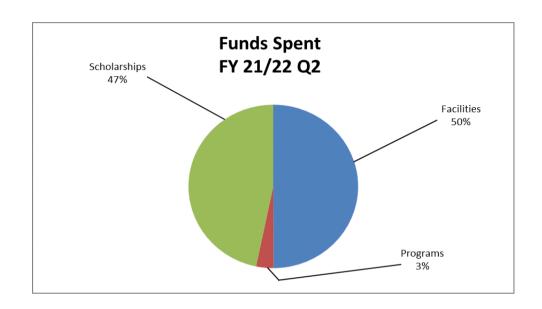




TCC Foundation - Funds Spent FY 21/22

Funds Spent FY 2021-2022 Second Quarter

Fund Category	Amount Spent
Facilities	\$361,204.00
Programs	\$23,800.00
Scholarships	\$337,901.00
Total	\$722,905.00





February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Calandra Stringer, Ph.D.

Vice President and Provost

SUBJECT: 2022-2023 Early College Program Agreements

Item Description

This item requests board approval for the 2022-2023 Early College Program Agreements between the College and the public school districts in TCC's service area.

Overview and Background

In compliance with Florida Statute 1007.273, the members of the Articulation Councils of TCC 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 TCC to earn industry certifications and to successfully complete 30 credit hours through dual enrollment. Students are allowed to take classes on the high school campus, at TCC's main campus, and online. Students are advised regarding their educational major and transfer institution. TCC works with the high school guidance counselors to ensure that students are on track for success at both institutions.

Funding/ Financial Implications

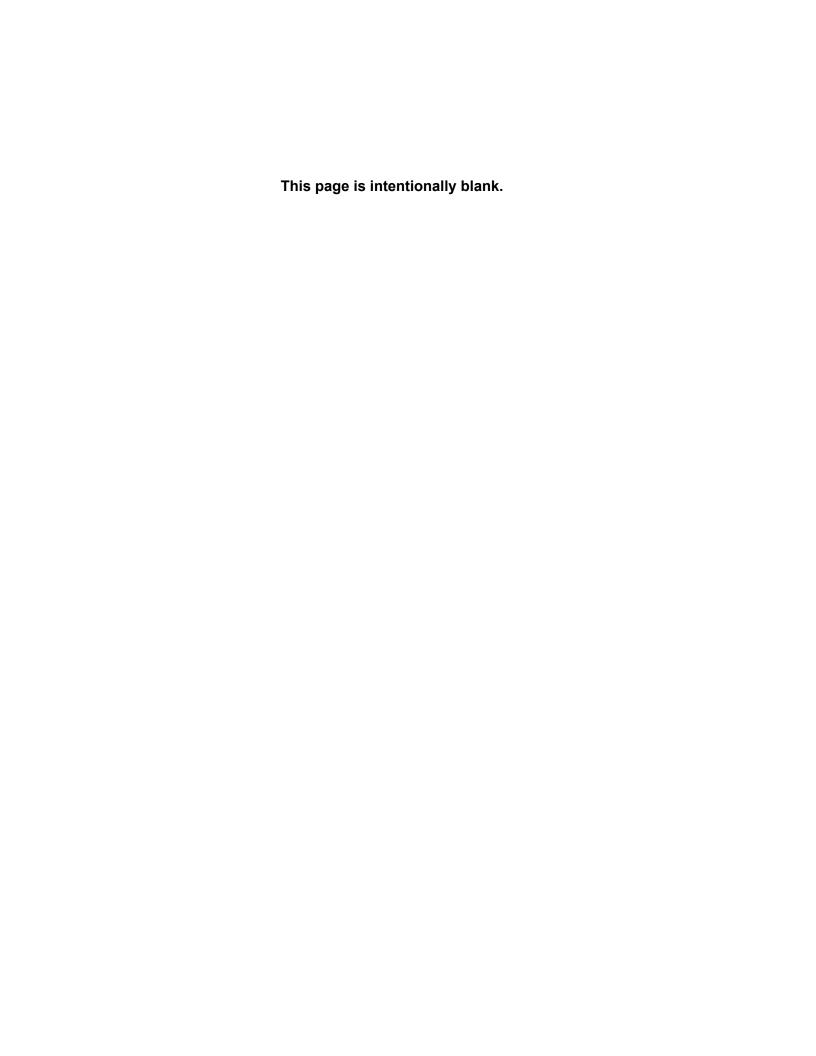
Dual enrollment students pay no tuition, fees, lab, or online course fees. The school districts pay the standard rate per credit hour, \$71.98, for students taking courses on TCC's campus during the fall and spring semesters. This also includes online courses. No tuition or fees are collected during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

Past Actions by the Board

The Board approved these agreements annually.

Recommended Action

The Board approves the 2022-2023 Early College program agreements.



EARLY COLLEGE PROGRAM

Tallahassee Community 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 Community College, hereinafter referred to as TCC, and the District School Board of Gadsden County, hereinafter referred to as the School Board.

The term of this Agreement shall be June 1, 2022 until May 31, 2023. Students may enroll in the Summer 2022 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 TCC will be appointed by the President of TCC or designee.

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

This agreement replaces any existing agreement with TCC 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 Deputy Superintendent.

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 TCC courses listed on the 2022-2023 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 TCC, 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 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 TCC GPA and a 75% successful completion rate in order to remain in the program. There are no exceptions.

Enrollment Process

- Students must submit a TCC College Application.
- Students must submit a TCC **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.

Deadline

• Applications and supporting documents are due by May 31, 2022.

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)

TCC will work collaboratively with the School Board to jointly provide information to students and their parents through information sessions. TCC will also provide information via the TCC website and through flyers. TCC 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 in a flyer. The flyer 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 that are included in Appendix A are available to the **Early College** Program students. All TCC 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 TCC's faculty credentials for teaching college level courses and have been interviewed by and approved by the appropriate TCC Dean or in some cases by TCC instructors. 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

TCC shall provide advising services to students participating in the **Early College** Program. TCC will designate a specific advisor to work with each student in the **Early College** Program. TCC will also work collaboratively with high school guidance counselors to provide guidance to students. TCC and the high school guidance counselors will jointly work to monitor the progress of students. TCC 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 TCC 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

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

TCC'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 TCC.

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

Early College Program students shall be exempt from paying 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 semester. 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. TCC 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 TCC's campus will be covered by TCC. 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 TCC for instruction taking place on the college campus for dual enrolled students. The approved standard tuition for FY 2021-2022 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 TCC's main campus, TCC's educational centers, and distance learning courses.

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

TCC will use the fees collected to enhance the **Early College** Program. TCC 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 TCC will increase the number of counselors available to the **Early College** Program in order to help prepare students for transition to college, to counsel students in

meta-majors and programs of study, and to track and provide feedback to students on their progress. TCC 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 TCC for the costs associated with the proportion of salary and benefits.

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

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

Invoicing for Financial Obligations

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

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and The District Board of Trustees, Tallahassee Community 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 Community College, Florida
Date	President, Tallahassee Community College
Date	Chair, Gadsden County School Board
Date	Superintendent, Gadsden County School District

EARLY COLLEGE PROGRAM

Tallahassee Community 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 Community College, hereinafter referred to as TCC, and the District School Board of Leon County, hereinafter referred to as the School Board.

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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 TCC will be appointed by the President of TCC or designee.

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

This agreement replaces any existing agreement with TCC 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 Deputy Superintendent.

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 TCC courses listed on the 2022-2023 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 TCC, on the High School campus, and/or online.

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- 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 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.
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- Students must maintain a 3.0 TCC GPA and a 75% successful completion rate in order to remain in the program. There are no exceptions.

Enrollment Process

- Students must submit a TCC College Application.
- Students must submit a TCC **Early College** Program Application.
- Students must submit an official high school transcript.
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- Students must submit a signed student performance contract.
- Students and parents must complete an advising session.

Deadline

Applications and supporting documents are due by May 31, 2022.

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)

TCC will work collaboratively with the School Board to jointly provide information to students and their parents through information sessions. TCC will also provide information via the TCC website and through flyers. TCC 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 in a flyer. The flyer 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 that are included in Appendix A are available to the **Early College** Program students. All TCC 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 TCC's faculty credentials for teaching college level courses and have been interviewed by and approved by the appropriate TCC Dean or in some cases by TCC instructors. 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

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

TCC'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 TCC.

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

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Textbooks will be provided to students by the School Board during both the Fall and Spring semester. 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. TCC 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 TCC's campus will be covered by TCC. 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.

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

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Invoicing for Financial Obligations

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

IN WITNESS WHEREOF, the School Board of Leon County, Florida and The District Board of Trustees, Tallahassee Community 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 Community College, Florida
Date	President, Tallahassee Community College
Date	Chair, Leon County School Board
Date	Superintendent, Leon County School District

EARLY COLLEGE PROGRAM

Tallahassee Community College and Wakulla County School Board

Introduction

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Student Eligibility

- Students must have a 3.5 unweighted high school GPA at the completion of their sophomore year. A GPA waiver may be given to students 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.
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- Students must maintain a 3.0 TCC GPA and a 75% successful completion rate in order to remain in the program. There are no exceptions.
- All high school graduation testing requirements must be completed prior to participating in the **Early College** Program.
- If in the future students admitted in the program are required to test for state mandated high school progress monitoring, they must do so on campus during the testing window.

Enrollment Process

- Students must submit a TCC College Application.
- Students must submit a TCC **Early College** Program Application.
- Students must submit an official high school transcript.
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- Students must submit a signed student performance contract.
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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 TCC will increase the number of counselors available to the **Early College** Program in order to help prepare students for transition to college, to counsel students in meta-majors and programs of study, and to track and provide feedback to students on their progress. TCC will also provide high school faculty and counselor training for dual enrollment.

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Invoicing for Financial Obligations

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Date	Chair, The District Board of Trustees, Tallahassee Community College, Florida
Date	President, Tallahassee Community College
Date	Chair, Wakulla County School Board
Date	Superintendent, Wakulla County School District



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Calandra Stringer, Ph.D.

Vice President and Provost

SUBJECT: Revised 2021-2022 and 2022-2023 Academic Calendars

Item Description

This item requests that the Board approve the revised academic calendars for the 2021-2022 and 2022-2023 academic years.

Overview and Background

The 2021-2022 and 2022-2023 calendars were previously approved in January 2021. We are proposing changes to align with the new federal observed Juneteenth holiday. The change does not affect faculty contract dates and only applies to Summer 2022 and Summer 2023 dates. The calendar also meets all Florida statutory requirements.

Funding/ Financial Implications

Annually, the Board reviews the academic calendar for approval.

Past Actions by the Board

There are no funding or financial matters associated with this item.

Recommended Action

The Board approves the revised 2021-2022 and 2022-2023 academic calendars.

MARK-UP for CHANGES TALLAHASSEE COMMUNITY COLLEGE 2021-2022 ACADEMIC CALENDAR

2022	Days	ER TERM (MAY 9 – AUGUST 9, 2022) Description	No. Days
		MAIN (C SESSION) (5/9 to 7/216)	<u> </u>
May 5 - 6	(R-F)	General Registration	
May 9	(M)	Classes Begin	
May 30	(M)	Memorial Day Observed	
June 20	(M)	No Classes (May Express Exams) Juneteenth Day Observed	
<u>June 21</u>	<u>(T)</u>	No Classes (May Express Exams)	
July 4	(M)	Independence Day Observed	
July <u>1921</u>	(<u>TR</u>)	Classes End	
July 20 21 <u>25-26</u>	(W-T M-	Exams	
	<u>T</u>)		
		TOTAL DAYS	42
	M	INI-MESTER (F SESSION) (5/9 to 6/1)	
May 9	(M)	Classes Begin	
May 30	(M)	Memorial Day Observed	
May 31	(T)	Classes End	
June 1	(W)	Exams	
		TOTAL DAYS	17
	MA	Y EXPRESS (A SESSION) (5/9to 6/ 17 22)	
May 9	(M)	Classes Begin	
May 30	(M)	Memorial Day Observed	
June 17	(F)	Classes End	
<u>June 20</u>	<u>(M)</u>	Juneteenth Day Observed	
June 20 21 21-	(M-T <u>T</u> -	Exams	
<u>22</u>	<u>W</u>)		
		TOTAL DAYS	31
	JUI	NE EXPRESS (B SESSION) (6/27 to 8/9)	
June 27	(M)	Classes Begin	
July 4	(M)	Independence Day Observed	
July 20	(W)	No Classes (Main Session Exams)	
August 5	(F)	Classes End	
August 8 - 9	(M-T)	Exams	
		TOTAL DAYS	30

COLLEGE HOLIDAYS (college closed)

September 6, 2021 – Labor Day

November 11, 2021 - Veterans Day Observed

November 25 – 26, 2021 – Thanksgiving (college closes on 11/24 at 5:00 pm)

December 20, 2021 – January 2, 2022 – Christmas Holidays (college closes on 12/17 at 1:00 pm)

January 17, 2022 – Martin Luther King Jr Day

March 14 – 18, 2022 – Spring Break (no Saturday classes on 3/29/22)

May 30, 2022 – Memorial Day

June 20, 2022 - Juneteenth

TALLAHASSEE COMMUNITY COLLEGE 2021-2022 ACADEMIC CALENDAR

	SUMMI	ER TERM (MAY 9 – AUGUST 9, 2022)	
2022	Days	Description	No. Days
		MAIN (C SESSION) (5/9 to 7/26)	
May 5 - 6	(R-F)	General Registration	
May 9	(M)	Classes Begin	
May 30	(M)	Memorial Day Observed	
June 20	(M)	Juneteenth Day Observed	
June 21	(T)	No Classes (May Express Exams)	
July 4	(M)	Independence Day Observed	
July 21	(R)	Classes End	
July 25 - 26	(M-T)	Exams	
		TOTAL DAYS	42
	M	INI-MESTER (F SESSION) (5/9 to 6/1)	
May 9	(M)	Classes Begin	
May 30	(M)	Memorial Day Observed	
May 31	(T)	Classes End	
June 1	(W)	Exams	
		TOTAL DAYS	17
	MA	AY EXPRESS (A SESSION) (5/9to 6/22)	
May 9	(M)	Classes Begin	
May 30	(M)	Memorial Day Observed	
June 17	(F)	Classes End	
June 20	(M)	Juneteenth Day Observed	
June 21 - 22	(T-W)	Exams	
		TOTAL DAYS	31
	JUI	NE EXPRESS (B SESSION) (6/27 to 8/9)	
June 27	(M)	Classes Begin	
July 4	(M)	Independence Day Observed	
July 20	(W)	No Classes (Main Session Exams)	
August 5	(F)	Classes End	
August 8 - 9	(M-T)	Exams	
		TOTAL DAYS	30

COLLEGE HOLIDAYS (college closed)

September 6, 2021 – Labor Day

November 11, 2021 - Veterans Day Observed

November 25 – 26, 2021 – Thanksgiving (college closes on 11/24 at 5:00 pm)

December 20, 2021 – January 2, 2022 – Christmas Holidays (college closes on 12/17 at 1:00 pm)

January 17, 2022 – Martin Luther King Jr Day

March 14 – 18, 2022 – Spring Break (no Saturday classes on 3/29/22)

May 30, 2022 – Memorial Day

June 20, 2022 - Juneteenth

MARK-UP for CHANGES

TALLAHASSEE COMMUNITY COLLEGE 2022-2023 ACADEMIC CALENDAR

2023	Days	Description	No. Days
		MAIN (C SESSION) (5/9 to 7/2627)	
May 9 - 10	(T-W)	General Registration	
May 11	(R)	Classes Begin	
May 29	(M)	Memorial Day Observed	
June 19	(M)	Juneteenth Day Observed	
June -22	(R)	No Classes (May Express Exams)	
July 4	(T)	Independence Day Observed	
July <u>2425</u>	(<u>MT</u>)	Classes End	
July 25 26 <u>26 -</u>	(T-W <u>W-</u>	Exams	
<u>27</u>	<u>R</u>)		
		TOTAL DAYS	41
	MI	NI-MESTER (F SESSION) (5/15 to 6/6)	
May 15	(M)	Classes Begin	
May 29	(M)	Memorial Day Observed	
June 5	(M)	Classes End	
June 6	(T)	Exams	
		TOTAL DAYS	17
	MAY	Y EXPRESS (A SESSION) (5/11to 6/ 22 23)	
May 11	(M)	Classes Begin	
May 29	(M)	Memorial Day Observed	
<u>June 19</u>	<u>(M)</u>	Juneteenth Day Observed	
June <u>2021</u>	(<u>TW</u>)	Classes End	
June 21 - 22 22 -	(W-R R-	Exams	
<u>23</u>	<u>F</u>)		
		TOTAL DAYS	30
	JUN	NE EXPRESS (B SESSION) (6/27 to 8/8)	
June 27	(T)	Classes Begin	
July 4	(T)	Independence Day Observed	
July 25	(T)	No Classes (Main Session Exams)	
August 4	(F)	Classes End	
August 7 - 8	(M-T)	Exams	
		TOTAL DAYS	30

COLLEGE HOLIDAYS (college closed)

September 5, 2022 – Labor Day

November 11, 2022 - Veterans Day Observed

November 24 – 25, 2022 – Thanksgiving (college closes on 11/23 at 5:00 pm)

December 19, 2022 – January 2, 2023 – Christmas Holidays (college closes on 12/16 at 1:00 pm)

January 16, 2023 – Martin Luther King Jr Day

March 13 – 17, 2023 – Spring Break (no Saturday classes on 3/18/22)

May 29, 2023 – Memorial Day

June 19, 2023 – Juneteenth Day Observed

TALLAHASSEE COMMUNITY COLLEGE 2022-2023 ACADEMIC CALENDAR

	SUMME	CR TERM (MAY 11 – AUGUST 8, 2023)	
2023	Days	Description	No. Days
		MAIN (C SESSION) (5/9 to 7/27)	
May 9 - 10	(T-W)	General Registration	
May 11	(R)	Classes Begin	
May 29	(M)	Memorial Day Observed	
June 19	(M)	Juneteenth Day Observed	
June 22	(R)	No Classes (May Express Exams)	
July 4	(T)	Independence Day Observed	
July 25	(T)	Classes End	
July 26 - 27	(W-R)	Exams	
		TOTAL DAYS	41
	MI	NI-MESTER (F SESSION) (5/15 to 6/6)	
May 15	(M)	Classes Begin	
May 29	(M)	Memorial Day Observed	
June 5	(M)	Classes End	
June 6	(T)	Exams	
		TOTAL DAYS	17
	MA	Y EXPRESS (A SESSION) (5/11to 6/23)	
May 11	(M)	Classes Begin	
May 29	(M)	Memorial Day Observed	
June 19	(M)	Juneteenth Day Observed	
June 21	(W)	Classes End	
June 22 - 23	(R-F)	Exams	
		TOTAL DAYS	30
	JUI	NE EXPRESS (B SESSION) (6/27 to 8/8)	
June 27	(T)	Classes Begin	
July 4	(T)	Independence Day Observed	
July 25	(T)	No Classes (Main Session Exams)	
August 4	(F)	Classes End	
August 7 - 8	(M-T)	Exams	
		TOTAL DAYS	30

COLLEGE HOLIDAYS (college closed)

September 5, 2022 – Labor Day

November 11, 2022 - Veterans Day Observed

November 24 – 25, 2022 – Thanksgiving (college closes on 11/23 at 5:00 pm)

December 19, 2022 – January 2, 2023 – Christmas Holidays (college closes on 12/16 at 1:00 pm)

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May 29, 2023 – Memorial Day

June 19, 2023 – Juneteenth Day Observed



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Calandra Stringer, Ph.D.

Vice President and Provost

SUBJECT: Academic Curriculum Changes

Item Description

This item presents a new program proposal and courses.

Overview and Background

The Curriculum and Innovation Committee members review and make recommendations for Board approval for new and revised curriculum.

The College is proposing a new Medical Laboratory Technology A.S. degree to meet the need for professionals to develop skills necessary to perform a wide variety of complex medical lab tests. There is a projected growth locally of 7.8% and 13.4% across the state over the next 5-10 years, respectively. The average hourly wage is \$25.36/hour and will help to provide higher wage-earning jobs within the community. TCC is also proposing a \$150.00 lab fee for each new course in the program to purchase lab equipment and lab supplies for each student.

Discussions with our local hospitals has led to a collaborative approach to offer this program. Bank of America has also provided funding to purchase equipment for the program as well as scholarships for students who enter the program.

Funding/Financial Implications

None

Past Actions by the Board

The Board approved the program revisions, new courses and course changes each year.

Recommended Action

That the Board approve the recommendation for the program proposed and course additions, as attached.

PROGRAM CHANGE

<u>Drafting and Design Technology, A.S. (CIP # 1615130202 (60 credit hours)</u>

Statewide committee reviewed programs and determined the program length for this program should change from 62 credit hours to 60 credit hours to align with the program length of the AA program.

Delete program course:

EGN2112C Computer Applications in Drafting (2)

NEW PROGRAM

Medical Laboratory Technology, A.S. (CIP # 1615030304 (76 credit hours)

There is a projected growth locally of 7.8% and 13.4% across the state over the next 5-10 years, respectively. The average hourly wage is \$25.36/hour and will help to provide higher wage-earning jobs within the community.

General Education Courses:

ENC1101 College Composition (3)

Humanities State Core (3)

MAC1105 College Algebra (3)

BSC2085 Anatomy and Physiology I (3)

AMH 2020

or POS 1041 Civic Literacy Social Science State Core (3)

Program Courses:

BSC2085L	Anatomy and Physiology I Lab (1)
CHM1045	General Chemistry (3)
CHM1045L	General Chemistry Lab (1)
BSC2086	Anatomy and Physiology II (3)
BSC2086L	Anatomy and Physiology II Lab (1)
MCB2004	General Microbiology (3)
MCB2004L	Microbiology Laboratory (1)
MLT1022C	Introduction to Medical Laboratory Technology (4)
MLT1221C	Urinalysis and Body Fluids (2)
MLT1300C	Hematology I (4)
MLT1302C	Hematology II (4)
MLT1401C	Medical Microbiology (6)
MLT1500C	Immunology/Serology (3)
MLT1525C	Immunohematology (4)
MLT1610C	Clinical Chemistry (6)
MLT2800L	Clinical Practicum – Core Lab (4)
MLT2807C	Clinical Practicum – Blood Banking (4)
MLT2811L	Clinical Practicum – Microbiology (4)
MLT2930	Medical Laboratory Technology Capstone (3)

NEW COURSES

Course ID	Course Name	Rationale for New Course	Proposed Lab Fee
MLT1022C	Introduction to Medical Laboratory Technology	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT1221C	Urinalysis and Body Fluids	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT1300C	Hematology I	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT1302C	Hematology II	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT1401C	Medical Microbiology	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT1500C	Immunology/Serology	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT1525C	Immunohematology	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT1610C	Clinical Chemistry	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT2800L	Clinical Practicum – Core Lab	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT2807L	Clinical Practicum – Blood Banking	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT2811L	Clinical Practicum – Microbiology	New course is part of the Medical Laboratory Technology, A.S.	\$150.00
MLT2930	Medical Laboratory Technology Capstone	New course is part of the Medical Laboratory Technology, A.S.	

COURSE DELETION

Course ID	Course Name	Rationale for Course Deletion
EGN2112C	Computer Applications in Drafting	State mandated program change.



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Fund Analysis - January

Item Description

This item is to provide the Board a summary of the College's operating revenues and expenses as of 1/28/2022.

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 January 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

For information only, no Board action required.

Tallahassee Community College Fund Analysis Unrestricted Current Fund As of January 28, 2022

REVENUE	January Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	% of YTD Budget
Student Fees	\$ 2,074,396	\$ 1,933,506	\$ 19,615,026	\$ 13,534,544.92	\$ 23,202,077	85%
State Support	2,512,603	2,981,647	17,601,139	20,871,527	35,779,760	49%
Federal Support	518,580	83,333	2,373,005	583,333	1,000,000	237%
Other Revenue	108,800	105,680	1,250,447	739,762	1,268,163	99%
Non-Revenue Sources	-	83,333	-	583,333	1,000,000	0%
TOTAL REVENUE	5,214,378	5,187,500	40,839,618	36,312,500	62,250,000	66%
EXPENSES	January	Month	YTD	YTD	Annual	% of YTD
	Actual	Budget	Actual	Budget	Budget	Expenses
PERSONNEL COSTS						
Administrative	272,545	274,414	2,044,009	1,920,898	3,292,968	62%
Instructional	916,530	1,161,597	7,171,458	8,131,176	13,939,160	51%
Non-Instructional	1,216,584	1,248,858	9,083,649	8,742,009	14,986,301	61%
OPS	388,414	513,946	3,480,629	3,597,623	6,167,354	56%
Personnel Benefits	824,261	884,518	5,867,276	6,191,627	10,614,217	55%
TOTAL PERSONNEL COSTS	3,618,334	4,083,333	27,647,021	28,583,333	49,000,000	56%
CURRENT EXPENSES						
Services	239,925	358,027	2,109,929	2,506,188	4,296,322	49%
Material & Supplies	146,200	209,348	1,009,375	1,465,438	2,512,180	40%
Other Current Charges	637,929	515,958	3,720,927	3,611,707	6,191,498	60%
TOTAL CURRENT EXPENSES	1,024,054	1,083,333	6,840,231	7,583,333	13,000,000	53%
CAPITAL OUTLAY	-	20,833	60,392	145,833	250,000	24%
TOTAL EXPENSES	\$ 4,642,388	\$ 5,187,500	\$ 34,547,644	\$ 36,312,500	\$ 62,250,000	55%

	Purchase Orders from \$100,000 to \$324,999 +								
	Issued in January 2022								
Purchase Order	Purchase Order Date	Supplier	Total PO Amount	Description	Approval/Exemption				
PO-014878	1/11/2022	Siemens Industry, Inc.		HVAC Air Quality Improvements to the FPSI (Site 3) Dining Controls located in Dining Facility.	Exempt per FAC 6A-14.0734(2)(h) - Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.				



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Restrictive Covenant

Item Description

This item presents a Restrictive Covenant for Board consideration and approval.

Overview and Background

The TCC Foundation has applied for a Cultural Facilities Funding grant from the Council on Culture and Arts (COCA). In an agreement with COCA, Leon County appropriated funds for promoting and advocating for area arts and culture. As a condition of the grant, the College is required to record a restrictive covenant on the College's Hurst Museum which is the property designated for these grant funds. Per the agreement between TCC and COCA, the grant funds are to be used exclusively for the renovations and improvements of the facility. The Covenant creates a promise that the College will own and maintain the Hurst Museum as a cultural facility for a minimum period of ten years. It also provides for inspection by representatives of COCA.

Funding/Financial Implications

The COCA grant provides \$104,995.00 for renovations to the College's Hurst Museum.

Past Actions by the Board

None.

Recommended Action

The Board approve the restrictive covenant on the Hurst Museum.

RESRICTIVE CULUTRAL FACILITIES COVENANTS

Project Name: Tallahassee Community College Hurst Museum Revocation Grant Number: CF-2019-03

THESE COVENANTS are entered into this	day of	, 2022, by The
District Board of Trustees of Tallahassee Community	College, hereinafter	referred to as the Owner, and
shall be effective for a period of ten (10) years from t	he date of recordation	n by the Clerk of Circuit Court
of Leon County, Florida.		

WHEREAS, the Owner is the fee simple titleholder of the Property located at the Fine & Performing Arts Center ("FPAC") at 444 Appleyard Drive, Tallahassee, Leon County, Florida, as described in Exhibit A, attached, and made a part hereof and

WHEREAS, the Tallahassee Community College Foundation, Inc is a Direct Support Organization of Owner and is a grant recipient and has received a Cultural Facilities Funding Grant by the Council on Culture & Arts, herein after referred to as COCA, in the amount of \$104,995.00, to be used for capital improvements to the Tallahassee Community College Hurst Museum, on the property of the Owner as described in Exhibit A, and

WHEREAS, said Cultural Facilities Grant funds have been or will be expended for the purpose of renovation and construction of a cultural facility, the Tallahassee Community College Hurst Museum, located on the Property in Leon County, Florida, and,

Now THEREFORE, as part of the consideration for the Cultural Facilities Funding Grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

- 1. The Owner agrees that it will own and maintain the Property benefitted by the Cultural Facilities Funding Grant as a Cultural Facility used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), Florida Statutes.
- 2. The Owner agrees that COCA, its agents, and its designees shall have the right to inspect the Property at all reasonable times in order in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
- 3. The Owner agrees that these restrictions shall encumber the property for a period of ten (10) years from the date of recordation, and that if the restrictions are violated within the ten (10) year period, COCA shall be entitled to liquidated damages from the Owner and its successors in interest, if any, pursuant to the following schedule:
 - a. If the violation occurs within the first five (5) years of the effective date of these covenants, COCA shall be entitled to return of 100% of the grant amount.
 - b. If the violation occurs more than five (5) but less than six (6) years of the effective date of these covenants, COCA shall be entitled to return of 80% of the grant amount.
 - c. If the violation occurs more than six (6) but less than seven (7) years of the effective date of these covenants, COCA shall be entitled to return of 65% of the grant amount.
 - d. If the violation occurs more than seven (7)) but less than eight (8)) years of the effective date of these covenants, COCA shall be entitled to return of 50% of the grant amount.

- e. If the violation occurs more than eight (8) but less than nine (9) years of the effective date of these covenants, COCA shall be entitled to return of 35% of the grant amount.
- f. If the violation occurs more than nine (9) but less than ten (10) years of the effective date of these covenants, COCA shall be entitled to return of 20% of the grant amount.

IN WITNESS WHEROF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:	OWNER:	The District Board of Trustees of Tallahassee Community College
	By:	or runanasses community conege
W'the or G' and the		O B
Witness Signature		Owner Representative Signature
		The District Board of Trustees of
Witness Name Printed		Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304
Witness Signature		
Witness Name Printed		
STATE OF FLORIDA COUNTY OF		
online notarization this	_day of	ne by and means of [_] physical presence or [_]2022, by
as	for	
	Signature of Nota	ry Public-State of Florida
(NOTARY SEAL)		
	Name of Notary T	Typed, Printed, or Stamped
Personally Known OR I	Produced Identification	on
Type of Identification Produced		

EXHIBIT "A"

THE HURST MUSEUM AT FPAC AT 444 APPLEYARD DRIVE, TALLAHASSEE, FLORIDA, WITHIN:

28 1N 1 W INDUSTRIAL PARK 28 29 32 & 33 1N1W PART OF BLOCKS H J K & L INCLDS CENTURY HILL DR LOTS 18 THRU 21, 23 THRU 32 & 35 THRU 42 CENTURY PARK WEST LOTS 7 & 8 OF WEST PENSACOLA ST BUSINESS



February 21, 2022

MEMORANDUM

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

Item Description

This item requests Board approval to dispose of property assets designated as surplus.

Overview and Background

The College has the responsibility 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	Asset Code
BA-17285	PB840 Ventilator	6/1/2003	\$19,393.10	\$0.00	1
BA-17286	PB840 Ventilator	6/1/2003	\$19,393.10	\$0.00	1
BA-17302	PB840 Ventilator	8/1/2004	\$19,819.84	\$0.00	1
BA-17307	Bush Hog Backhoe	9/1/2004	\$8,281.00	\$0.00	4
BA-17379	Ford E350 12 Passenger Van	8/1/2007	\$18,561.00	\$0.00	4
BA-17404	John Deere Gator Utility Vehicle	6/1/2008	\$5,715.00	\$0.00	2
BA-17418	Mercury Mariner	4/16/2009	\$23,390.50	\$0.00	4
BA-17461	Epson 6000 Lumen Projector	10/8/2010	\$9,732.94	\$0.00	3
BA-17520	Fluke Thermal Imaging System	6/14/2011	\$7,301.00	\$0.00	6
BA-17525	Insight 4ES/2308 Test Scanner	8/16/2011	\$6,433.00	\$0.00	6
BA-17531	Servo Ventilator	10/15/2011	\$28,953.00	\$0.00	1
BA-18007	Ford Explorer	2/1/2018	\$27,487.33	\$3,206.86	5

Asset Codes:

- 1 Obsolete/To Be Disposed
- 2 Salvaged/Used for Parts
- 3 Surplus/To Be Donated
- 4 Surplus/To Be Sold
- 5 Asset To Be Used for Trade-In Value
- 6 Lost/Stolen (Police report filed)



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Construction Status Report

Item Description

This item describes the status of various construction, renovation, remodeling and site improvement projects at all TCC 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 – AS OF FEBRUARY 2022

MAIN CAMPUS (SITE 1)

TASK	% COMPLETE	DUE DATE	NOTES
Facilities Room Renovation – TPP 211	85%	TBD	Awaiting A/V
Student Union Bldg#35 1st Floor/Food Court Renovation	20%	TBD	GMP Pending February Board Approval
Administration Bldg#27 Lobby	35%	TBD	WaterWall received; VideoWall on backorder.
Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Repaired 1,600 Trip Hazards and Replaced 38 sections of Sidewalk
Elevator Upgrades at SMA Bldg#2	10%	TBD	Materials on backorder
Elevator Upgrades at SU Bldg#35	10%	TBD	Materials on backorder
Lighting Protection Administration Bldg#27	100%	Complete	Complete
Lighting Protection Parking Garage Bldg#37	100%	Complete	Complete
Support Services Bldg#17 Roof Renovations	15%	TBD	Contract issued
Facilities Bldg#54 Roof Renovations	15%	TBD	Contract issued
Athletics	10%	TBD	Awaiting 100% Construction Documents
Baseball Fieldhouse Window Replacement	20%	TBD	Awaiting Engineered Drawings
Hood Bldg#49 Demo	100%	Complete	Complete
Carpet Replacements	I/P	In Progress	TPP 1st Floor South Counseling Center (Scheduled for Spring Break) CB 1st and 2nd Floor - Elevator Lobby, CB 2nd Floor - Campus Police Reception & SS Lobby (Scheduled for first week in February) TPP 1st & 2nd Floor South Hallway (Complete) SU 2nd Floor Financial Aid Offices (Complete)
Bus Loop Concrete Repairs	100%	Complete	SREF Discrepancy Completed
AMTC Bldg#43 Asphalt Repairs	100%	Complete	Complete

SUSTAINABILITY	% COMPLETE	DUE DATE	NOTES
Hydration Stations	Continuous	On-going	Prevented 195,500 Plastic Bottles from going to landfills
Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 1,683,000 Plastic Bags from going to landfills
CO2 Avoidance	Continuous	On-going	Prevented 9,775 lbs. of CO2 from being released into the atmosphere

GADSDEN SERVICE CENTER (SITE 2)

TASK	% COMPLETE	DUE DATE	NOTES
None to report			

FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

TASK	% COMPLETE	DUE DATE	NOTES
Range Bldg#2 Roof Restoration	50%	TBD	In progress
Classroom Bldg#3 Vent Piping Replacement	10%	TBD	In progress
Dining Facility Bldg#8 (IAQ)	25%	TBD	Indoor air quality

CENTER FOR INNOVATION (SITE 4)

TASK	% COMPLETE	DUE DATE	NOTES
CFI 2 nd Floor Renovation	20%	TBD	GMP Pending February Board Approval

GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

TASK	% COMPLETE	DUE DATE	NOTES
Ghazvini Simulator Expansion	15%	TBD	GMP Pending March Board Approval
Ghazvini EFIS, Paint Seal, Re-caulk & New Exterior Building Signage	90%	TBD	In Progress

WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

TASK	% COMPLETE	DUE DATE	NOTES
Master Plan	10%	TBD	In progress
Infrastructure	10%	TBD	In progress
Pole Barn	10%	TBD	Pole Barn Kit Ordered
Irrigation Well	10%	TBD	Contract Issued

FOUNDATION CLASSROOM RENOVATION SUMMARY

Renovated Classroom(s)	Cost to Date		
AC 212 - Classroom Renovations	\$	47,497.91	
AC 219 - Classroom Renovations	\$	44,815.95	
AC 220 - Classroom Renovations	\$	48,765.68	
AP 149 - Classroom Renovations	\$	39,457.68	
SM 118 - Classroom Renovations	\$	24,087.31	
SM 119 - Classroom Renovations	\$	35,331.12	



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Guaranteed Maximum Price - TCC Center for Innovation (CFI) 2nd Floor

Renovations Project

Item Description

This item requests approval of the Guaranteed Maximum Price (GMP) for the TCC Center for Innovation (CFI) 2nd Floor Renovations Project.

Overview and Background

This project will include interior renovations to the second floor of the TCC Center for Innovation (CFI) building. This project is located on TCC's Center for Innovation Campus (Site 4), located at 300 West Pensacola Street in Tallahassee, Florida.

The requirements for the GMP solicitation process were reviewed and completed by Childers Construction Company. The bid specifications were approved by TCC and Childers Construction Company and released to the public on December 5, 2021. Proposals from subcontractors were opened on January 18, 2022 and evaluated accordingly.

As a result of the solicitation, the Guaranteed Maximum Price (GMP) for the construction of the TCC Center for Innovation (CFI) 2nd Floor Renovations Project is \$2,136,612, and supporting documents are attached.

Funding/ Financial Implications

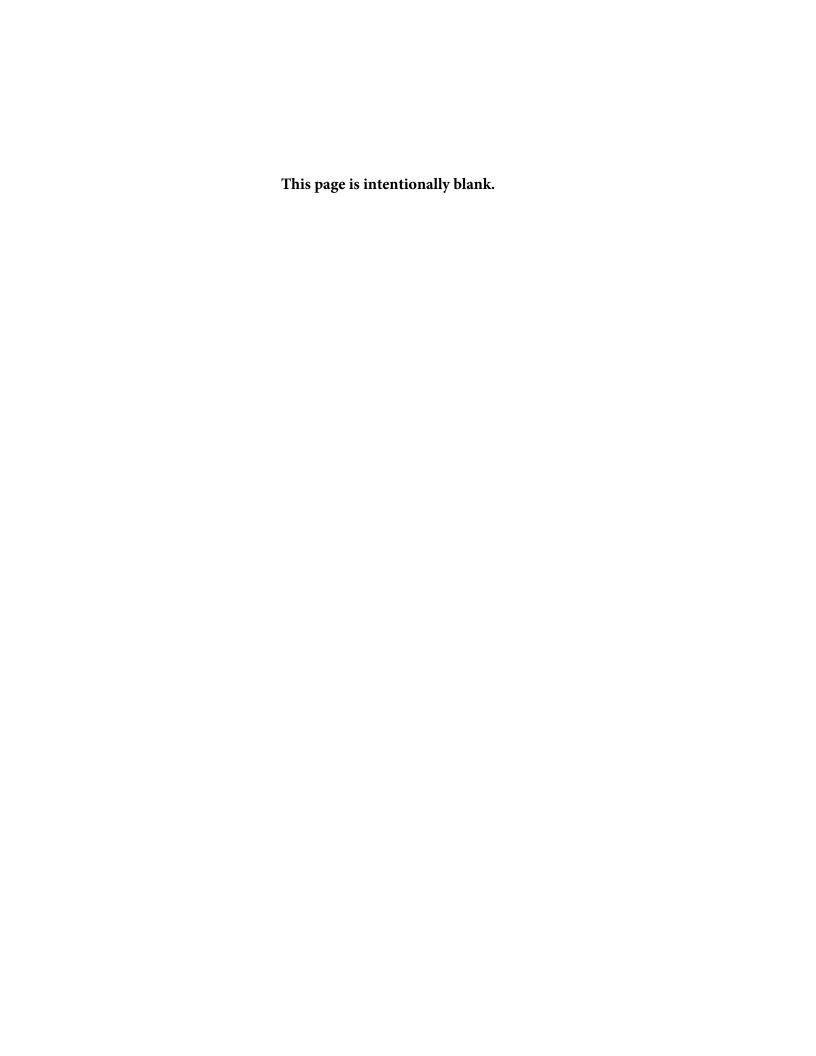
The GMP is \$2,136,612. This construction contract will be funded by local college funds.

Past Actions by the Board

The Board approved the Construction Manager at Risk (CMAR) selection for this project at the October 18, 2021 BOT meeting.

Recommended Action

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Childers Construction Company, for the TCC Center for Innovation (CFI) 2nd Floor Renovations Project.







GUARANTEED MAXIMUM PRICE PROPOSAL FORM

TO: Tallahassee Community 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

2nd Floor Improvements 300 West Pensacola Street Tallahassee, Florida 32301

Gentlemen:

I have received the Construction Documents, consisting of the Drawings and the Project Manual entitled "CENTER FOR INNOVATION SECOND FLOOR IMPROVEMENTS" dated DECEMBER 15, 2021 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.

\$2,136,612

Alternate #1 \$ N/A

Alternate #2 \$ N/A

Alternate #3 \$ N/A

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.
- 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.
- 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 COMMUNITY 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 FERNARI 1, A.D., 2022.

(SEAL) SEAL TO SEAL TO

Authorizing Signature

Date

GENERAL CONTRACTORS | CONSTRUCTION MANAGERS
3472 WEEMS ROAD | UNIT 1 | TALLAHASSEE, FL 32317
PHONE (850) 222-2281 | FAX (850) 222-7749
EMAIL childers@childers-construction.com

DESCRIPTION OF WORK

Center for Innovation Second Floor Improvements 300 W. Pensacola Street Tallahassee Community College

Project Scope:

The Center for Innovation Second Floor Improvements Project consists of Interior Renovations totaling 10,900 SF. The Interior Renovations include Demolition, Concrete Polishing, Plastic Laminate Cabinets, Counter Tops and Upholstered Seating. Includes new Door Frames, Doors and Hardware, Drywall Partitions, Acoustical Wall Panels, Acoustical and Linear Ceilings. Includes new Flooring and Tile, Painting and Toilet Specialties. Includes upgrades to Plumbing, Mechanical, Fire Protection and Electrical Systems. Includes Audio and Visual Systems throughout the renovated areas for enhanced video conferencing and communication.

Long Lead Items:

Estimated Lead Time	Required Procurement
12 Weeks	Order 2 Weeks from NTP
14 Weeks	Order 2 Weeks from NTP
16 Weeks	Order 2 Weeks from NTP
14 Weeks	Order 2 Weeks from NTP
8 Weeks	Order 2 Weeks from NTP
9 Weeks	Order 2 Weeks from NTP
16 Weeks	Order 2 Weeks from NTP
10 Weeks	Order 2 Weeks from NTP
20 Weeks	Order 2 Weeks from NTP
	12 Weeks 14 Weeks 16 Weeks 14 Weeks 8 Weeks 9 Weeks 16 Weeks

CLARIFICATIONS & ASSUMPTIONS

Center for Innovation Second Floor Improvements 300 W. Pensacola Street Tallahassee Community College

General:

- 1. GMP is based on Contract Documents from Architects Lewis + Whitlock dated December 15, 2021.
- 2. Includes 3% Contingency.
- 3. Includes Subcontractor Liability Insurance.
- 4. Includes Performance and Payment Bonds.

Staff and General Conditions:

- 1. Includes a 7 month or 30 Week Duration.
- 2. Includes Part-time supervision for 30 Weeks. (4 Weeks for Mobilization and Punchlist)
- 3. Includes Full-time supervision for 30 Weeks. (4 Weeks for Mobilization and Punchlist)
- Includes Full-time site access coordination and clean-up labor for 30 Weeks. (4 Weeks for Mobilization and Punchlist)
- 5. Construction Power and Water Usage Costs **by TCC**.
- 6. City of Tallahassee Building Permit Fees Included in Pre-Construction Proposal.
- 7. Includes Temporary Toilets for 7 Months.
- 8. Includes Dump Truck Costs and Dump Fees.
- 9. Includes Misc. Rental Equipment.
- 10. Includes Parking Fees for Childers Staff and Rental of 3 Meters Adjacent to the Building.
- 11. Includes X-Ray/Radar of the Existing Structure for Core Drilling Penetrations Only. Consulting, Engineering or Modifications to existing structure to be **by TCC** (if required).

Demolition:

- 1. <u>Excludes</u> Hazardous Material Testing and Abatement.
- Includes Demolition Bid Package 2A Demolition.
- 3. Includes Temporary Dust and Floor Protection.
- 4. Includes Interior Finish Protection at the Disturbed areas on the Adjacent Floors.
- Includes Temporary Dust Partition Wall at the Atrium Stairs for the Duration of the Project.

Concrete:

- 1. Includes **Bid Package 3A Polished Concrete.**
- 2. <u>Excludes</u> any unforeseen structural or cosmetic conditions of the existing concrete during Concrete Polishing.

Metals:

 Includes Allowance for the Steel Supports at the Seating Booths and the Air Curtain.

Carpentry:

- 1. Includes <u>Bid Package 6A Cabinets, Solid Surface and Upholstery.</u>
- 2. Laminate and Solid Surface Finish Selection are **not known** at this time.

Doors, Windows & Specialties:

- 1. Includes Bid Package 8A Doors, Frames, Hardware and Specialties.
- 2. Includes all Knock Down Frames, Pre-Finished Doors and Hardware.
- 3. Card Reader Scope and Final Keying to be performed **by TCC.**
- 4. Door Finish Selection is **not known** at this time.
- 5. Includes all Toilet Specialties and Toilet Partitions.
- 6. Includes Re-Glazing one section of Storefront Glass approximately 42" x 18".

Finishes:

- 1. Includes Bid Package 9A Metal Stud & Drywall.
- 2. Includes Bid Package 9B ACT, ACP & AWP.
- 3. Includes allowance to patch acoustical ceilings at Plumbing Tie-ins.
- 4. Includes **Bid Package 9C Flooring.**
- 5. Includes allowance to replace tile mud bud in existing restrooms if required.
- Includes <u>Bid Package 9D Painting.</u>

Furniture:

- 1. <u>Excludes</u> furnishing or installing Furniture, Demountable Partitions and Owner Supplied Equipment.
- 2. **Excludes** furnishing or installing the Tack Board and White Board Assembly.
- 3. Construction Manager and Trade Contractors shall only provide coordination, substrates and electrical connections for the demountable partitions as required by the Contract Documents.
- 4. Includes furnishing and installing Window Shades.

Fire Protection:

- 1. Includes **Bid Package 15A Fire Protection**.
- 2. Includes Allowance to install 8 Ea. Temporary Heat Detectors for Fire Alarm coverage during Construction.

HVAC:

1. Includes **Bid Package 15B – HVAC.**

Plumbing:

1. Includes **Bid Package 15C – Plumbing.**

Electrical:

- 1. Includes **Bid Package 16A Electrical.**
- 2. Additive Alternate #1 for the In-Building Emergency Radio Communication Enhancement System is included in the Base Bid Price. Initial testing to be performed **by TCC**.
- 3. Includes **Bid Package 17A Audio/Visual.**
- 4. Items as listed as "Owner" and "Telcom Contractor" as listed in the Responsibility Matrix(s) in the Contract Documents shall be furnished and installed **by TCC.**



CENTER FOR INNOVATION 2ND FLOOR IMPROVEMENTS TALLAHASSEE COMMUNITY COLLEGE 300 WEST PENSACOLA STREET

Construction Duration	30 weeks	DATE:	02/01/22
	Preconstruction	Not Applicable	\$ -
	Phase Fee		\$ 91,395
	General Conditions		\$ 37,719
	General Trades		\$ 39,226
	Sitework & Demolition		\$ 48,415
	Concrete		\$ 18,035
	Masonry	Not Applicable	\$ -
	Metals		\$ 5,900
	Wood & Plastics		\$ 80,400
	Thermal & Moisture	Not Applicable	\$ -
	Doors & Windows		\$ 51,450
	Finishes		\$ 458,521
	Specialties	Not Applicable	\$ •
	Equipment	Not Applicable	\$ -
	Furnishings		\$ 11,325
	Special Construction	Not Applicable	\$ -
	Conveying Systems	Not Applicable	\$ -
	Fire Suppression		\$ 44,542
	Plumbing		\$ 46,955
	HVAC		\$ 142,891
	Electrical		\$ 816,664

	SUBTOTAL	\$	1,893,438
CONTINGENCY	2.00000/	•	EC 903
CONTINGENCY	3.0000%	\$	56,803
SUB CONTRACTOR LIABILITY	0.4540%	\$	7,832
BUILDERS RISK	0.1980%	\$	4,230
P&P BOND	0.751%	\$	16,041
	0.000,0		,
CM FEE	8%	\$	158,268
BID E	STIMATE TOTAL	\$	2,136,612

Childers Construction Co. 2/1/2022 3:40 PM Page 1 of 1



CENTER FOR INNOVATION 2ND FLOOR IMPROVEMENTS TALLAHASSEE COMMUNITY COLLEGE 300 WEST PENSACOLA STREET

Construction Duration	n 30	weeks DATE:				02/01/22
	Preconstru	ction	Not Appl	icable	\$	
1 - Phase Fee	Quantity	Unit	U	nit Cost		Total
Office Staffing						
Project Manager (1/2 time)	30.0	wks	\$	850.00	\$	25,500
					\$	-
					\$	-
Labor Burden	0.37		\$	25,500.00	\$	9,435
		Of	ffice Staffii	ng	\$	34,935
Field Staffing					\$	-
Project Superintendent - Full Time	30.0	wks	\$	1,200.00	\$	36,000
					\$	-
					\$	-
Labor Burden	0.37		\$	36,000.00	\$	13,320
		F	ield Staffi	ng	\$	49,320
Fixed Rate Allowances						
Superintendent Vehicle	7.0	mo	\$	600.00	\$	4,200
Project Manager Vehicle	7.0	mo	\$	300.00	\$	2,100
Superintendent Cell Phone	7.0	mo	\$	80.00	\$	560
Project Manager Cell Phone	7.0	mo	\$	40.00	\$	280
					\$	-
					\$	-
	Fixe	ed Rate All	owances		\$	7,140
	Phase Fee				\$	91,395
1 - General Conditions	Quantity	Unit	U	nit Cost		Total
	,	Trav	vel Expen	se.	\$	
		·				
		Com	municatio	ns	\$	-
Temporary Facilities						
Portable Toilets	7.0	mo	\$	300.00	\$	2,100
		Tempora	ary Faciliti	es	\$	2,100
Temporary Utilities						
Construction Power - Jobsite - BY TCC					\$	-
Water Service - BY TCC					\$	_
Final Utilities - BY TCC					\$	-
					\$	-
		Tempo	rary Utiliti	es	\$	_
Survey & Testing					Ψ	
X-Ray/Radar Slab and Walls	1.0	ls	\$	1,600.00	\$	1,600
A real real of the area and real of the second of the seco	1.0	10	Ψ	1,000.00	\$	-
		Surve	ey & Testi	na		4 000
2		Ourve	Jy & TOSIII		\$	1,600
Rental Equipment	7.0			750.00	•	5.050
Misc Equipment	7.0	mo	\$	750.00	\$	5,250
					\$	-
		5			\$	-
		Renta	I Equipme	ent	\$	5,250
Temporary Protection & Barriers						
Dust Walls and Floor Protection at work on Adjacent Floors	1,120.0	sf	\$	15.00	\$	16,800
Barricades at Dumptruck	7.0	mo	\$	175.00	\$	1,225
Jobsite Signage - Warning, Safety, Etc.	1.0	ls	\$	300.00	\$	300
					\$	-
	Temporar	y Protectio	n & Barrie	ers	\$	18,325
Permits & Fees						Pre-Con
Permits & Fees City of Tallahasse Permit Fees Included in Pre-Construction P.O. Childers Staff Parking - 3 Ea. COT "Duval Surface Lot" Parking Permit x \$32.25/Mo.	7.0	mo	\$	96.75	\$	677
City of Tallahasse Permit Fees Included in Pre-Construction P.O.	7.0 7.0	mo mo	\$	96.75 290.25	\$	
City of Tallahasse Permit Fees Included in Pre-Construction P.O. Childers Staff Parking - 3 Ea. COT "Duval Surface Lot" Parking Permit x \$32.25/Mo.						677



Other						
Prints & Copying	7.0	mo	\$	150.00	\$	1,050
Bid Advertisement Included in Pre-Construction P.O.	7.0	1110	Ψ	130.00	Ψ	Pre-Con
Jobsite Office Supplies	7.0	mo	\$	75.00	\$	525
Jobsite Internet Access (WiFi Jetpack)	7.0	mo	\$	95.00	\$	665
Small Tools & Consumables	7.0	mo	\$	500.00	\$	3,500
First Aid Supplies	7.0	mo	\$	35.00	\$	245
Safety Inspections	7.0	ea	\$	250.00	\$	1,750
Outerly inspectations	7.0	Cu	Ψ	200.00	\$	- 1,700
			0	ther		7 725
	General Cor	ditiono			\$ \$	7,735
					Þ	37,719
1 - General Trades	Quantity	Unit		Unit Cost		Total
Site Access/Cleanup Labor/Dump Truck Driver (1 Man Full Time - 40 Hours/Week)	30.0	wks	\$	822.00	\$	24,660
Cleanup Material (as percent of cleanup labor)	10%	ls	\$	24,660.00	\$	2,466
Final Cleaning	10,900.0	sf	\$	0.50	\$	5,450
Waste Disposal - Dump Fees	7.0	mo	\$	200.00	\$	1,400
Waste Disposal - Dump Truck Fixed Rate	30.0	wks	\$	175.00	\$	5,250
					\$	-
	General Tra	des			\$	39,226
2 - Sitework & Demolition	Quantity	Unit		Unit Cost		Total
Selective Demolition					\$	-
Bid Package 2A - Demolition - Tri-State Demolition	1.0	sub	\$	24,600.00	\$	24,600
					\$	-
Interior Temporary Protection					\$	-
Drywall Dust Partition @ Attrium Stairs 12'h + 1'-6" Poly Sheeting	140.0	lf	\$	95.00	\$	13,300
Negative Air Machine Duct and Filters	1.0	ls	\$	250.00	\$	250
Floor Protection (Ram Board)	10,900.0	sf	\$	0.85	\$	9,265
Elevator Protection	1.0	ls	\$	1,000.00	\$	1,000
					\$	-
	Sitework & I	Demolitio	n		\$	48,415
3 - Concrete	Quantity	Unit		Unit Cost		Total
Bid Package 3A - Polished Concrete - Great Southern Demolition	1.0	sub	\$	18,035.00	\$	18,035
					\$	-
					\$	-
					\$	-
	Concrete				\$	18,035
	Masonry	Not Applicable			\$	
5 - Metals	Quantity	Unit		Unit Cost		Total
Miscellaneous Steel	Quartity	0			\$	-
Structural Supports at Seating Booths	16.0	ea	\$	275.00	\$	4,400
Structural Supports at Air Curtain	1.0	ea	\$	1,500.00	\$	1,500
Structural Supports at All Gurtain	1.0	Ca	Ψ	1,300.00	\$	1,300
	Metals				\$	5,900
6 - Wood & Plastics	Quantity	Unit		Unit Cost	•	Total
	Quantity	Onit		5/III 5031	¢	
Millwork Rid Package 6A - Cabinets Solid Surface & Unbolstony - Woodlane Cabinets	1.0	cub	•	70 900 00	\$	70 900
Bid Package 6A - Cabinets, Solid Surface & Upholstery - Woodlane Cabinets	1.0	sub	\$	79,800.00	\$	79,800
In-Wall Fire Rated Blocking for AV Equipment	1.0	ea	\$	600.00	\$	600
	Weed 9 Dis	otion			\$	- 00 400
	Wood & Pla				\$	80,400
	Thermal & N	Noisture	Not Ap	plicable	\$	<u> </u>
8 - Doors & Windows	Quantity	Unit		Unit Cost		Total
Doors					\$	-
Bid Package 8A - Doors, Frames, Hardware & Specialties - Moore Doors	1.0	sub	\$	49,950.00	\$	49,950
Replace Exteior Storefront Glazing - 42"x18" Note 8/A1.1	1.0	ea	\$	1,500.00	\$	1,500
					\$	-



9 - Finishes	Quantity	Unit		Unit Cost		Total
Drywall					\$	
Bid Package 9A - Metal Stud & Drywall - Nelson & Affiliates	1.0	sub	\$	149,894.00	\$	149,894
Acoustical					\$	-
Bid Package 9B - ACT, ACP & AWP - Specialty Contractors of North Florida	1.0	sub	\$	214,240.00	\$	214,240
Patch Acoustical Ceilings at Plumbing Tie-ins	750.0	sf	\$	4.00	\$	3,000
Flooring					\$	-
Bid Package 9C - Flooring - The Carpet Studio	1.0	sub	\$	60,082.00	\$	60,082
Replace Mud Bed (If Required)	422.0	sf	\$	7.50	\$	3,165
Painting Bid Package 9D - Painting - Universal Coatings	1.0	oub	\$	28,140.00	\$	28,140
ый Раскаде 9D - Painting - Universal Coatings	1.0	sub	ф	28,140.00	\$	28,140
	Finishes				\$	458,521
	Specialties		Not a	Applicable	\$	
	Equipment			Applicable	\$	
12 - Furnishings	Quantity	Unit		Unit Cost		Total
Furniture and Demountable Partitions By Owner						By Owner
Draper Mermet E Screen Deco 3% Shades	15.0	ea	\$	755.00	\$	11,325
					\$	-
					\$	-
	Furnishings		\$	11,325		
	Special Cor	struction	Applicable	\$	-	
	Conveying	Systems	Not a	Applicable	\$	-
15 - Fire Suppression	Quantity	Unit		Unit Cost		Total
Bid Package 15A - Fire Protection - DACAR Fire Protection	1.0	sub	\$	38,542.00	\$	38,542
Temporary Heat Detectors in lieu Fire Watch	8.0	ea	\$	750.00	\$	6,000
					\$	-
					\$	-
	Fire Suppre	ssion			\$	44,542
15 - Plumbing	Quantity	Unit		Unit Cost		Total
Bid Package 15C - Plumbing - Roto Rooter	1.0	sub	\$	46,955.00	\$	46,955
					\$	-
					\$	-
	Plumbing				\$	46,955
15 - HVAC	Quantity	Unit		Unit Cost		Total
Bid Package 15B - HVAC - Benson's Heating and Air	1.0	sub	\$	142,891.00	\$	142,891
					\$	-
					\$	-
	HVAC				\$	142,891
16 - Electrical	Quantity	Unit		Unit Cost		Total
Bid Package 16A - Electrical - Sun Coast Electric (Including Add Alt. #1)	1.0	sub	\$	665,050.00	\$	665,050
Bid Package 17A - Audio Visual - Music Masters	1.0	sub	\$	151,614.00	\$	151,614
					\$	-
	Electrical				\$	816,664

	SUBTOTAL	\$	1,893,438
CONTINGENCY	3.0000%	\$	56,803
SUB CONTRACTOR LIABILITY	0.4540%	\$	7,832
BUILDERS RISK	0.1980%	\$	4,230
			,
P&P BOND	0.751%	\$	16,041
	0.10170		,
CM FEE	8%	\$	158,268
OIII I EE	070	Ψ	130,200
BID E	STIMATE TOTAL	\$	2,136,612

Childers Construction Co. 2/1/2022 4:12 PM Page 3 of 3



LIST OF SUB-CONTRACTORS

To: Tallahassee Community College From: Childers Construction Co. 444 Appleyard Drive 3472 Weems Road, Unit 1 Tallahassee, Florida 32304 Tallahassee, FL 32317

This list is an integral part of the GMP.

For the construction of the "CENTER FOR INNOVATION SECOND FLOOR INPROVEMENTS"

The undersigned lists below the names of the sub-contractors who will perform the phases of the work indicated:

<u>Division</u>	Name of Sub-Contractor
Demolition	Tri-State Demolition
Concrete work	"Polished Concrete": Great Southern Demolition
Cold-formed metal framing	Nelson and Affiliates, Inc.
Cabinets and Solid Surface	Woodlane Cabinet Company
Masonry	N/A
Roofing	N/A
Hollow metal	Moore Doors and Specialties, Inc.
Wood Doors	Moore Doors and Specialties, Inc.
Aluminum Curtain Walls	N/A
Drywall	Nelson and Affiliates, Inc.
Ceramic Tile & Flooring	The Carpet Studio
Acoustic Ceiling	Specialty Contractors of North Florida
Painting	Universal Coatings
Operable Partitions	<u>N/A</u>
Fire Sprinkler	DACAR Fire Protection
Mechanical	Benson's Heating and Air Conditioning
Plumbing	Roto Rooter of Tallahassee
Electrical	Sun Coast Electrical and Networking, Inc.
Audio/Visual	Music Masters
Major Material Provider	N/A
Major Material Provider	N/A
Fabricator	N/A

The undersigned declares that he/she has fully investigated each subcontractor listed and has determined to his/her own complete satisfaction that such subcontractor maintains a fully equipped organization, capable, technically and financially, of performing the pertinent work, and that he/she has made similar installation in a satisfactory manner.

Signature:		KK.	_ Date:_	2	/1/2022	
Printed Name:		✓ Kyle Perrin				
	/	GENERAL CONTRA	ACTORS CO	NST	RUCTION	MANAGERS



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Guaranteed Maximum Price – TCC Student Union 1st Floor Renovations

Project

Item Description

This item requests approval of the Guaranteed Maximum Price (GMP) for the TCC Student Union 1st Floor Renovations project.

Overview and Background

This project will include improvements to the first floor of the Student Union (SU) Building #35 in order to maintain CDC distancing guidelines and socially distancing standards. This project is located on TCC's Main Campus (Site 1), at 444 Appleyard Drive in Tallahassee, Florida.

The requirements for the GMP solicitation process were reviewed and completed by Mad Dog Construction. The bid specifications were approved by TCC and Mad Dog Construction and released to the public on December 30, 2021. Proposals from sub-contractors were opened on January 25, 2022 and evaluated accordingly.

As a result of the solicitation, the Guaranteed Maximum Price (GMP) for the construction of the TCC Student Union 1st Floor Renovations Project is attached.

Funding/ Financial Implications

This construction contract will be funded by the Higher Education Emergency Relief Fund – Institutional / HEERF I (CARES ACT), Federal Award Id Number: P425F200332.

Past Actions by the Board

The Board approved the Construction Manager at Risk (CMAR) selection for this project at the January 18, 2022 BOT meeting.

Recommended Action

Approve the attached Construction Manager at Risk Contract and Guaranteed Maximum Price from Mad Dog Construction, for the TCC Student Union 1st Floor Renovations Project.

MADDOG

GUARANTEED MAXIMUM PRICE PROPOSAL

February 3^{rd} , 2022

TALLAHASSEE COMMUNITY COLLEGE STUDENT UNION RENOVATION





1203 Miccosukee Road Tallahassee, FL 32308 Phone: 850.878.8272 Fax: 850.878.6038



February 3, 2022

Mr. Trey Kimbrel Construction Coordinator Tallahassee Community College - Facilities 444 Appleyard Dr. Tallahassee, FL 32304

RE: Tallahassee Community College – Student Union Renovation Guaranteed Maximum Price Proposal

Dear, Mr. Kimbrel,

Please accept this document as our Guaranteed Maximum Price Proposal for the project referenced above. This submittal is made in accordance with the Agreement Between The District Board of Trustees of Tallahassee Community College and Construction Manager for Certain Projects Dated February 01, 2022.

Scope of the Work:

The general scope of work for the project consists of the partial interior renovation of the first floor of the Student Union Building #35 on Tallahassee Community College's main campus. The renovation areas include restrooms, and monumental stairs, and common areas with scopes inclusive of interior non load bearing framing, gypsum ceilings, suspended ceilings, architectural millwork, mechanical, plumbing, AV, communications, and electrical work.

Guaranteed Maximum Price:

We propose a Guaranteed Maximum Price of \$2,586,765.97 (Two Million Five Hundred Eighty-Six Thousand Seven Hundred Sixty-Five Dollars and Ninety-Seven Cents).

Alternates:

No alternates are included within this GMP proposal.

Contract Documents:

A list of the design documents that are used as the basis of this proposal are included with the body of this proposal booklet.



morethanbuildings.com Phone: 850.878.8272 Fax: 850.878.6038

1203 Miccosukee Road Tallahassee, FL 32308



The work for this project is priced such that work NTP would be issued NLT March 1, 2022 and work would commence with mobilization NLT April 26, 2022. Substantial Completion is scheduled for December 24, 2022. Final Completion is schedule for 38 days subsequent.

We look forward to beginning work on this project. Should you have any questions or comments, please contact me at any time. Office: 850-878-8272 or Cell: 850-694-2496.

Sincerely,

Scott Rowse Project Manager

CC: Bonnie Davenport, AIA

Attachment: Guaranteed Maximum Price Proposal and Supporting Documents



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1203 Miccosukee Road Tallahassee, FL 32308



TALLAHASSEE COMMUNITY COLLEGE STUDENT UNION RENOVATION

GUARANTEED MAXIMUM PRICE

GUARANTEED MAXIMUM PRICE PROPOSAL FORM

TO:	Tallahassee Community College 444 Appleyard Drive Tallahassee, Florida 32304-2815
	Tallatiassee, Florida 32304-2013
FROM:	Mad Dog Construction
	1203 Miccosukee Road Tallahassee, Florida 32308 Vendor ID SU 002084
	Tallahassee, Florida 32308 Vendor ID SU 002084
PROJECT:	Student Union Renovation
	Interior Renovation of the TCC Main Campus Student Union 1st floor common areas, restrooms,
	and stairs to include non-load bearing framing
Gentlemen:	
	T00
I have received the Student Union Renoval	e Construction Documents, consisting of the Drawings and the Project Manual entitled "TCC tion - 100% CD's through Addedum #3 " dated January 20, 2022 as prepared by
BKJ, Inc. Arc	dated dandary 20, 2022 as prepared by
i nave examined a	all the Construction Documents and the site and submit the following GMP. \$_2,586,765.97
	Alternate #1 \$N/A
	Alternate #2 \$N/A
	Alternate #3 \$N/A
By submitting this p	
	and execute a contract within ten (10) calendar days after notice of award, and to furnish
	bonds and labor and material payment bonds in accordance with the general conditions.
	sh the work in accordance with the Contract Documents and to commence such work on the pecified by the Architect in the written "Notice to Proceed" and to substantially complete the
	before the date specified in the Contract Documents and to final completion within 30 days
	uidated damages, the sum of \$1000.00 for each consecutive day after the date for substantial
	as specified in the Contract.
	um of ½ of the rate previously indicated for each consecutive day beginning 30 days after the
	tantial completion until final completion. ng withheld 3 times the installed market value of any item on the punch list, as determined by
	that has not been completed at the time of final completion.
the Alontect	, that has not been completed at the time of final completion.
(We), the undersigne	ed, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed
and have verified ea	ach item placed thereon; and I (We) agree to indemnify, defend and save harmless, TALLAHASSEE
	GE and their agents, against any cost, damage or expense which it may incur or be caused by an error in
ny (our) preparation o	
n witness whereof,	the Bidder has hereunto set his signature and affixed his seal this Third Day of February, 2022.
X	
()	(SEAL)
	NROBERTS TS. 2.3.22
Authorizing Signatu	re Date

MORE THAN BUILDINGS

MAD DOG CONSTRUCTION morethanbuildings.com Phone: 850.878.8272 Fax: 850.878.6038

1203 Miccosukee Road Tallahassee, FL 32308



TALLAHASSEE COMMUNITY COLLEGE STUDENT UNION RENOVATION

DESCRIPTION OF WORK



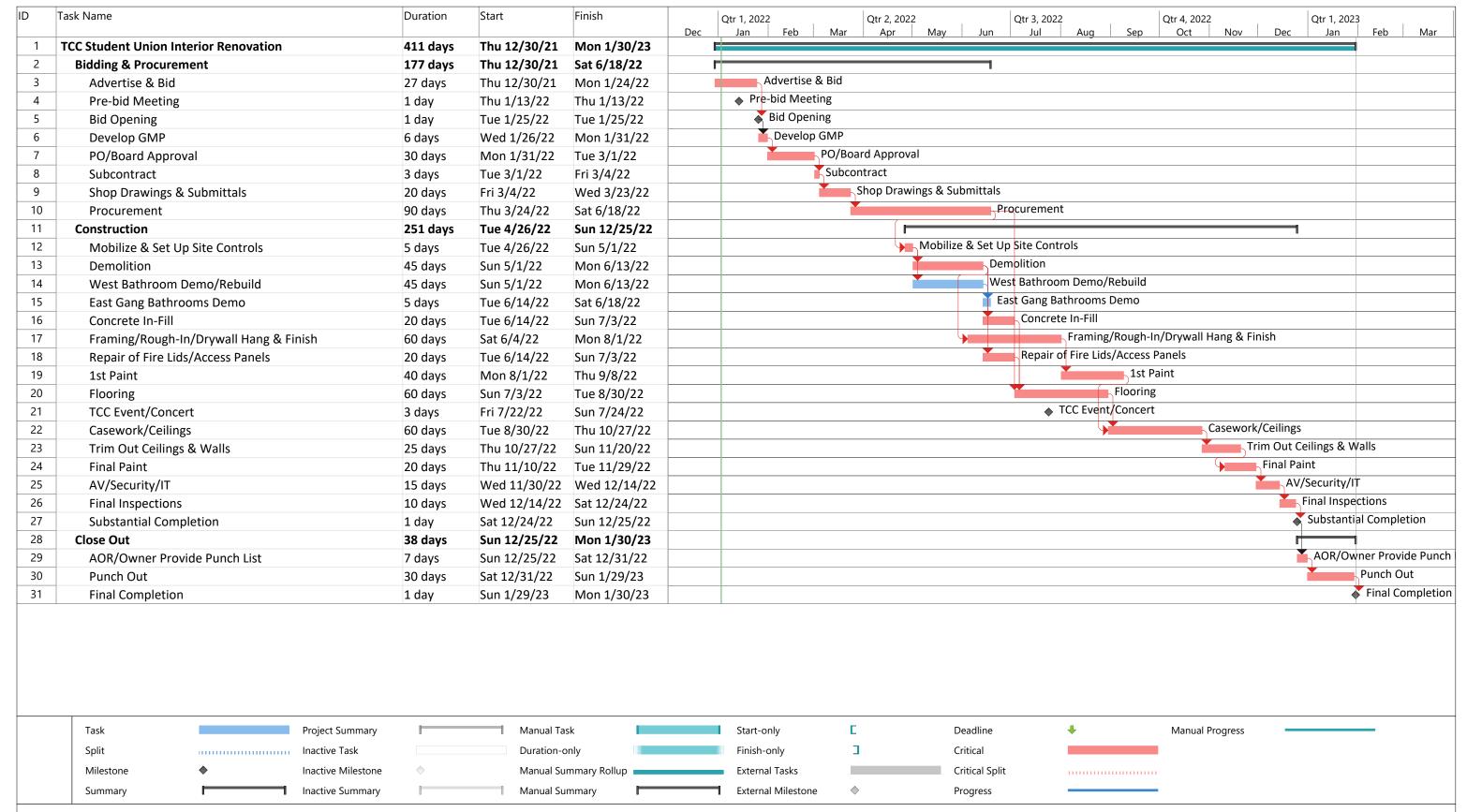
MADDOG CONSTRUCTION CLARIFICATIONS AND ASSUMPTIONS

Description of Work:

The general scope of work for the project consists of the partial interior renovation of the first floor of the Student Union Building #35 on Tallahassee Community College's main campus. The renovation areas include restrooms, and monumental stairs, and common areas with scopes inclusive of interior non load bearing framing, gypsum ceilings, suspended ceilings, architectural millwork, mechanical, plumbing, AV, communications, and electrical work.

Anticipated Long Lead Items:

Lead times are to be determined.





MODIFICATIONS, QUALIFICATIONS, ASSUMPTIONS AND CLARIFICATIONS TCC Student Union Interior Renovation

2/3/2022

The following modifications of terms and conditions are expressly made a part of the contract and supersede any conflicts within the contract documents.

Notice to Proceed, Schedule, Utilities, Venue, Contingency, Hours

- 1. Notice to Proceed is required to allow the procurement and subcontracting activities to begin prior to mobilization. Mobilization of activities on site, or the later of other items noted in the body of the contract, will serve as the commencement of construction/contract as it relates to the duration of the project.
- 2. A schedule will be provided to indicate the anticipated sequence of operations and general timetable of activities required to build the project. Mad Dog reserves the right to adjust activities and sequence, as necessary.
- 3. This estimate includes projected General Conditions from the Date of Commencement through Final Completion.
- 4. Temporary power and water are provided by Owner.
- 5. Any required temporary irrigation is to be maintained and operated by Owner after Mad Dog has completed the work.
- 6. The venue for any legal proceedings is Leon County, Florida.
- 7. The contingency identified within the Schedule of Values is for the sole use of Mad Dog to cover contractually related items. It is specifically not to be used for Owner's additive change orders or increase in scope of work. Other than a lump sum contract, any remaining contingency funds at the end of the project will be credited to Owner.
- 8. Working hours are generally from 7:30 a.m. to 4:00 p.m. Monday through Friday.

Weather Delays

9. Weather related delays will automatically grant Mad Dog a day for day extension of time, and project completion dates will be adjusted accordingly. Additional time will be granted for delays related to situations such as high moisture conditions affecting painting and other moisture sensitive applications, wind conditions affecting roofing or other elevated items, cold weather affecting placement of materials, rain days and subsequent impacts to the site from rain events, delays related to Tropical Depressions/Storms or Hurricanes, time needed to secure the facility prior to and post weather events, and other weather-related impacts. The impact of precipitation on construction is highly dependent upon factors other than the quantity of rainfall per day at the jobsite. Weather impact time extensions will include time to recover from the weather event and return the site to the pre-event condition.



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1203 Miccosukee Road Tallahassee, FL 32308

Insurances

10. Only the following Insurance types are included, with the limits noted below:

a. Commercial General Liability: \$1,000,000/occurrence; \$2,000,000 aggregate

b. Automobile Liability: \$1,000,000c. Umbrella Liability: \$5,000,000

d. Worker's Compensation: \$1,000,000
e. Professional Liability: \$1,000,000
11. Insurance coverages specifically **not** included:

a. Exterior Insulated Finishing Systems (EIFS) insurance

Owner Provided Items

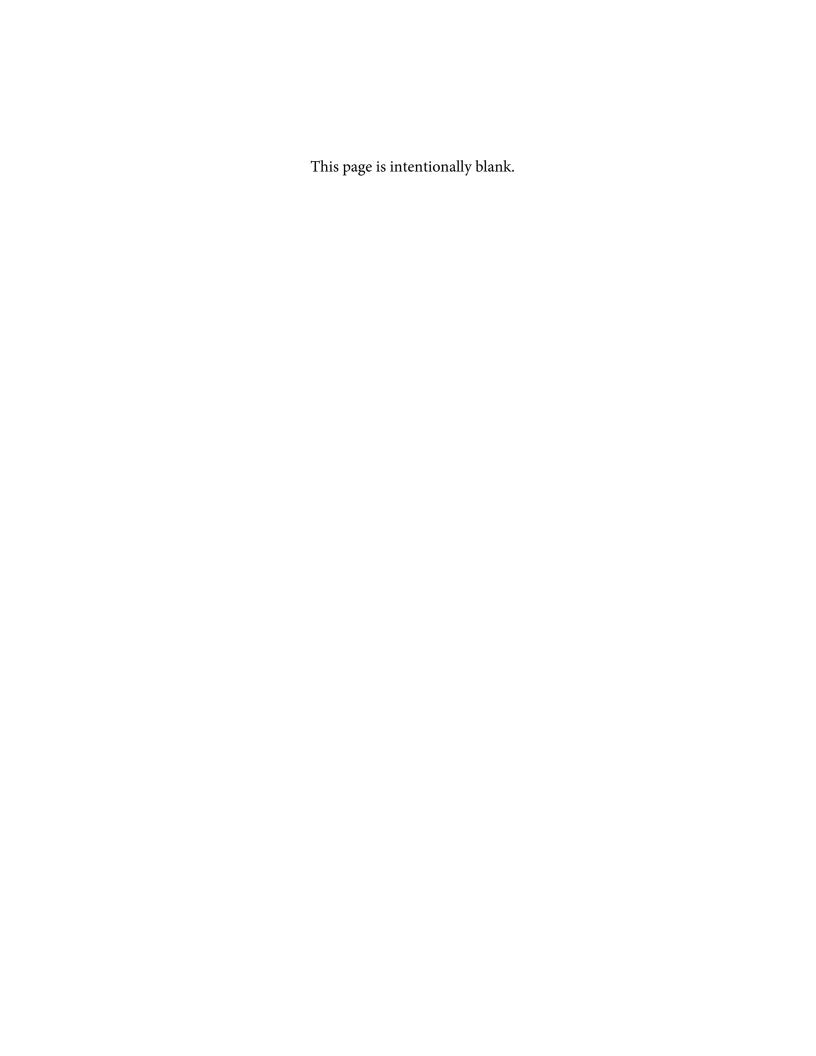
- 12. The Owner is responsible for the proper management of "Owner provided" equipment and materials, such that the incorporation of these items does not delay the course and sequence of construction. Mad Dog will work with each "Owner provided" vendor to incorporate their work within the sequence of construction at mutually agreed times and durations. The Owner's subcontractors/vendors must work in a mutually beneficial manner to complete the project without delay. Delays caused by improper management will result in a day for day time extension to this agreement along with associated costs, overhead, & profit.
- 13. Direct Owner Purchases by the Owner are being considered for this project. Mad Dog Construction will assist the Owner with the information needed to order these materials. It is the responsibility of the Owner to order the material at the appropriate time to allow for scheduled activities to continue without delays. Delays associated with ordering materials will require day for day adjustment in the contract schedule.

Allowances, Alternates

14. Allowances have been provided for scope and systems that remain to be developed/designed in quantity, material type and application within the project. Allowances are noted within the body of the contract and/or in the contract estimate. It is expressly understood that stated allowance amounts noted within the scope of this agreement include and represent all labor, material, equipment, temporary systems, markup, equipment and material delivery, taxes, handling at the site, and other expenses contemplated to provide a complete system and installation. General Contractor overhead and profit are not included within allowance amount listed. Mad Dog will price the allowance work per the requirements of the agreement and adjustments to the overall contract price will be made as defined under section 3.8.2.3 of the A201.

General Exclusions - The following items are specifically excluded from this Agreement:

- 15. Architectural and Engineering fees.
- 16. Municipal fees, Tap fees, System Charges, Permit fees and other governmental fees unless specifically included in the body of the estimate.
- 17. Builder's Risk deductibles.
- 18. Hazardous materials testing, removal, management, and remediation.
- 19. Telephone systems, Audio-Visual systems, data equipment, racks and panels, security systems, wiring, cameras, visual devices, and door access controls. However, Mad Dog will provide pipe, box and power for devices, as specified in the documents.
- 20. Third party testing and threshold inspections.
- 21. Final Survey or Alta Surveys.
- 22. Acceleration of labor and materials.
- 23. Covid or other pandemic related impacts, including cost and time, to material or labor supply.
- 24. Furnishings, fixtures, and equipment, unless specifically identified in the contract documents.
- 25. Window Treatments.
- 26. All signage, with the exception of temporary restroom signage, and temporary building numbering.
- 27. Any items not shown, or fully detailed, on the plans unless listed as an allowance.
- 28. Mad Dog will require staging and laydown areas closely located to the project site for the purpose of on-site material storage, equipment, dumpsters, material delivery and general worker circulation. Mad Dog will work with the TCC to develop a mutually acceptable plan as we understand they will need access through this area as well.
- 29. The GMP is based upon a schedule that anticipates the receipt of a Purchase Order and NTP no later than March 1, 2022, with commencement of work on April 26, 2022, and with confirmation of receipt of materials. Substantial completion will be 251 days subsequent to full commencement (full commencement assumes Owner has vacated the project areas). The period between NTP and Commencement will be utilized for subcontracting, procurement, shop drawings, establishing safety measures on site (and approval through Building Code Official) and coordination with staff and TCC Facilities in advance of mobilization. Final Completion is schedule for 38 days subsequent to substantial completion.
- 30. It is assumed all plans and specifications for this project are included in the 100% set of construction documents and that any coordination with the Facility Design Guidelines and/or User Standards have been addressed and accordingly have been included in the details of the contract plans and main sub sections of the specifications during plan/specification development. "General" incorporations by reference are not considered applicable to the scope of the project.
- 31. All existing systems (including piping, HVAC, electrical devices, controls, etc.) not specifically scheduled for removal/repair/replacement as part of the construction documents are assumed to be in proper working condition and not included in the scope of this project unless specifically included.
- 32. Based on preconstruction feedback, there are no restrictions on working hours for this project.
- 33. It is assumed keys/access will be provided to Mad Dog Supervision and staff





TALLAHASSEE COMMUNITY COLLEGE STUDENT UNION RENOVATION

SCHEDULE OF VALUES SUMMARY SHEET

TCC Student Union Renovation - GMP - 2/3/2022



FL CGC 061939

1203 Miccosukee Road, Tallahassee, FL 32308

GMP Breakdown Tallahassee Community College Student Union Renovation

Per 100% CD's by BKJ Architecture Dated 11/15/2021 through Addendum #3

2/3/2022)	Per 100% CD's by BKJ Architecture Dated 11/15/2021 through Addendum #3 Alternate 1 Outlined In GMP, Not Included in Total										
A	-	B	Ca	Cb	Ce	Cd	Ce	Cf	Cg	Ch	Ci	Ci
Item#	Cost Code			Labor Unit	Subcontract & Miscellaneous Lump Sum	Material Unit	Labor Unit	Subcontract & Miscellaneous Lump Sum	Material Cost Including 7.5% Tax	Labor Cost	Subcontracts & Miscellaneous	Scheduled Value GMP
1		DIVISION 01 - General Conditions	Quarterty	20001 01110	Zamp Gam	0	2000. 01	zamp sam	Tun	20001 0001	· · · · · · · · · · · · · · · · · · ·	Scheduled Value Chin
2		Division Totals: \$ 268,801.59										
3	013110	Base Project Supervision (Wk.)		36			\$ 2,265.90		\$ -	\$ 81,572.44	\$ -	\$ 81,572.44
4	013119	On Site - Project Meetings (Wk.)		36			\$ 545.30		\$ -	\$ 19,630.80	\$ -	\$ 19,630.80
5	006113	Performance & Payment Bond (Job)			1			\$ 24,156.76	\$ -	\$ -	\$ 24,156.76	\$ 24,156.76
6	004500	Insurance - Liability (Job)			1			\$ 12,391.60	\$ -	\$ -	\$ 12,391.60	\$ 12,391.60
7	004501	Insurance - Builders Risk (Job)			1			\$ 11,250.00	\$ -	\$ -	\$ 11,250.00	\$ 11,250.00
8	000115	Printing & Reproduction/CDs (Job)			1			\$ 950.00	\$ -	\$ -	\$ 950.00	\$ 950.00
9	001113	Bid Advertisement (Job)			1			\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
10	003146	Permit (paid by TCC)			0				\$ -	\$ -	\$ -	\$ -
11									\$ -	\$ -	\$ -	\$ -
12	015219	Temporary Facilities - Toilets (Ea. x Wk.)			36			\$ 290.00	\$ -	\$ -	\$ 10,440.00	\$ 10,440.00
13	017425	Roll-off Container (Ea.)			18			\$ 385.00	\$ -	\$ -	\$ 6,930.00	\$ 6,930.00
14	015626	Temporary Construction Fence			1			\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
15	015623	Temporary Barricade/Protection of Existing/Pedestrian Path Maint.			1			\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
16	017424	Flag Man/Cleanup (5 Days Ea. Week)		32			\$ 890.00		\$ -	\$ 28,480.00		\$ 28,480.00
17	017424	Final Clean			1			\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	\$ 9,500.00
18	015419	Temporary Equipment		8			3000		\$ -	\$ 24,000.00		\$ 24,000.00
19	015119	Equipment Fuel			1			\$ 1,000.00		\$ -	\$ 1,000.00	\$ 1,000.00
20	015813	Temporary Signage			1			\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
21	017813	Misc. Punch-Out			1			\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	
22	015213	On Site Material Storage Containers (2 Ea. X Mo.)			14			\$ 500.00	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00
23 24		DIVISION 02 - Existing Conditions										
25		Division Totals: \$ 64,390.00	1			I						
26	024119	Bid Package 2-A Selective Demolition			1			\$ 59,890.00	\$ -	\$ -	\$ 59,890.00	\$ 59,890.00
27	024119	Testing Allowance			1			\$ 4,500.00		\$ -	\$ 4,500.00	\$ 4,500.00
28	022300	Testing Anowance						7 4,300.00	Ÿ	7	7 4,300.00	7 4,500.00
29		DIVISION 03 - Concrete										
30		Division Totals: \$ 32,693.00										
31	030000	Bid Package 3-A Concrete			1			\$ 32,693.00	\$ -	\$ -	\$ 32,693.00	\$ 32,693.00
32		Sid racinage of receivable						+ 01,000.00	7	Ψ	φ σ2,σσσ.σσ	φ σ2,000.00
33		DIVISION 05 - Metals										
34		Division Totals: \$ 74,600.00										
35	050000	Bid Package5-A Metals			1			\$ 74,600.00	\$ -	\$ -	\$ 74,600.00	\$ 74,600.00
36	055200	Alternate - Provide Railing As New			0			\$ (14,848.00)		\$ -	\$ -	\$ -
37												
38		DIVISION 06 - Woods & Plastics										
39		Division Totals: \$ 253,700.00										
40	064100	Bid Package 6-A Casework & Millwork			1			\$ 234,700.00	\$ -	\$ -	\$ 234,700.00	\$ 234,700.00
41	064100	Allowance Banquette/Built-in Cushions			1			\$ 15,000.00		\$ -	\$ 15,000.00	
42	06000	FRT Wood Blocking			1			\$ 4,000.00		\$ -	\$ 4,000.00	
43												
44		DIVISION 08 - Openings										
45		Division Totals: \$ 17,135.00										
46	081000	Bid Package 8-A Doors, Frames & Hardware			1			\$ 13,160.00		\$ -	\$ 13,160.00	
47	084300	Bid Package 8-B Glass & Glazing			1			\$ 3,975.00	\$ -	\$ -	\$ 3,975.00	\$ 3,975.00
48			<u> </u>									
49		DIVISION 09 - Finishes										
50		Division Totals: \$ 983,298.00				ĺ						

51	092100		d Package 9-A Drywall & Framing Assemblies		1		\$	164,500.00	\$ -	\$	- :	\$ 164,500.00	
52	092116	Allowance - Repair of Fire	Lids/Rated Access Panels/Concealed Patching		1		\$		\$ -	\$	- :	\$ 18,000.00	
53	095100		Bid Package 9-B ACT & Ceiling Systems		1		\$	586,400.00	\$ -	\$	- :	\$ 586,400.00	\$ 586,400.00
54	09600		Bid Package 9-C Flooring		1		\$	169,438.00	\$ -	\$	- :	\$ 169,438.00	\$ 169,438.00
55	096200		Allowance - Floor Prep		1		\$	20,000.00	\$ -	\$	- :	\$ 20,000.00	\$ 20,000.00
56	099000		Bid Package 9-D Painting		1		\$	24,960.00	\$ -	\$	- :	\$ 24,960.00	\$ 24,960.00
57													
58		DIVISION 10 - Specialties											
59		Division Totals: \$ 60,263.33											
60	100000		Bid Package 10-A Specialties		1		\$		\$ -	\$	- :	\$ 39,720.00	\$ 39,720.00
61	101400		Bid Package 10-B Wayfinding		1		\$	13,995.00	\$ -	\$		\$ 13,995.00	\$ 13,995.00
62	108000		Quote: Walk-Off Mat	1	1		500		\$ 1,968.33		500.00	\$ -	\$ 2,468.33
63	108000		Quote: Green Wall Mat	1	1		1500		\$ 2,580.00	\$ 1,5	500.00	\$ -	\$ 4,080.00
64													
65		DIVISION 22 - Plumbing			<u> </u>	<u> </u>							
66		Division Totals: \$ 127,200.00											
67	220000		Bid Package 22-A Plumbing		1		\$	127,200.00	\$ -	\$	- :	\$ 127,200.00	\$ 127,200.00
68													
69		DIVISION 23 - HVAC											
70		Division Totals: \$ 119,161.00											
71	230000		Bid Package 23-A HVAC		1		\$	119,161.00	\$ -	\$	- :	\$ 119,161.00	\$ 119,161.00
72													
73		DIVISION 26 - Electrical			<u> </u>	<u> </u>							
74		Division Totals: \$ 309,150.00											
75	260000		Bid Package 26-A Electrical		1		\$	309,150.00	\$ -	\$	- :	\$ 309,150.00	\$ 309,150.00
76													
77		DIVISION 32 - Landscaping & Irrigation											
78		Division Totals: \$ 15,000.00											
79	329000		Allowance: Repair Sidewalks/Sod		1		\$	15,000.00	\$ -	\$	- :	\$ 15,000.00	\$ 15,000.00
80													
81	790001	Contingency			3%	3.00%							\$ 69,761.76
82		Overhead & Profit			8%	8.00%							\$ 191,612.29
83		Project management (Not billable)											
83		Total GMP											\$ 2,586,765.97

LIST OF SUB-CONTRACTORS

To:	Tallahassee Community College	From	: MAD DOG CONSTRUCTION
	444 Appleyard Drive		1203 Miccosukee Rd.
	Tallahassee, Florida 32304		Tallahassee, Florida 32308
This	list is an integral part of the GMP.		
For th	ne construction of theTCC STUDE	NT UNION RENOVATION	
The u	indersigned lists below the names of the	he sub-contractors who will	perform the phases of the work indicated:
<u>Division</u>		Name of Sub-	Contractor
Concrete work		SOVRAN BUILDING SYSTEM	S
Cold-formed metal framing		METAL FABRICATION & SALE	S OF TALLAHASSEE
M	asonry		
Ro	oofing		
Но	ollow metal		
Wood Doors		MOORE DOORS & SPECIALT	IES INC
Al	uminum Curtain Walls		
Drywall		NELSON & AFFILIATES, INC	
Ceramic Tile		CARPET ONE FLOOR & HOM	E
Acoustic Ceiling		SHOULDER SERVICES, LLC	
Painting		UNIVERSAL COATINGS INC	
Op	perable Partitions		
Mechanical		KELLY BROTHERS SHEET M	ETAL, INC.
Plumbing		SCOTT- BURNETTE, INC	
Electrical		METRO ELECTRICAL SERVI	CES, LLC
Co	ommunications		
M	ajor Material Provider		
M	ajor Material Provider		
Fa	bricator		
his/he techn	er own complete satisfaction that such	ch subcontractor maintains	ontractor listed and has determined to a fully equipped organization, capable, he/she has made similar installation in a
Signa	ature: Scott Rowse (Feb 3, 2022 12:38 EST)		Date: 2/3/22
Print	ed Name: SCOTT ROWSE		



February 21, 2022

MEMORANDUM

TO: Jim Murdaugh, Ph.D.

President

FROM: Barbara Wills, Ph.D.

Vice President for Administrative Services and Chief Business Officer

SUBJECT: Policy Manual Changes

Item Description

This item requests Board approval of Policy Manual changes in chapters 3.0 – General Administration, 4.0 - All Personnel, 5.0 – Instructional Personnel, 6.0 – Classified Staff, Managerial Professional and Contract-Grant Employees, 7.0 – Executive-Administrative Personnel and 9.0 – Business Services.

Overview and Background

The College brings forth a request to modify the College's Policy Manual: revisions of policies within chapters 3.0 – General Administration, 4.0 - All Personnel, 5.0 – Instructional Personnel, 6.0 – Classified Staff, Managerial Professional and Contract-Grant Employees, 7.0 – Executive-Administrative Personnel and 9.0 – Business Services.

These changes are outlined in the link provided below.

https://www.tcc.fl.edu/about/college/district-board-of-trustees/college-policies/policy-revisions-pt-2/

Funding/Financial Implications

N/A.

Past Actions by the Board

As explained at the District Board of Trustees' workshop on November 15, 2021, all College policies will be revised and presented for Board action in three sections beginning at the Board meeting in January 2022 and concluding at the Board meeting in March 2022.

Recommended Action

Approve revision of College policies as presented.