



January 21, 2020

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 Tuesday, January 21, 2020 Board Meeting.

The meeting will be held on our Main Campus at 444 Appleyard 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
Tuesday, January 21, 2020
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. November 2019 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.

2. Attorney Invoice – October and November
Authorize payment of invoices as presented.
3. Sponsored Programs – Provider
Authorize funding for the awards and contracts as presented.

4. Architect Invoices
Authorize payment of architectural invoices as presented.
5. Human Resources Report
Approve the report as presented.

TCC Foundation

6. TCC Foundation Update
None required. Report provided for information only.
7. Policy Manual Changes - Art
Approve policy as presented.

Academic Affairs

8. Academic Curriculum Changes
That the Board approves the recommendation for the curriculum changes as attached.
9. Revised 2019-2020 Dual Enrollment Articulation Agreements with County School Boards and Public Charter Schools
That the Board approve the articulation agreements.

Administrative Services

10. Construction Status Report
Presented as an information item only.
11. Pre-qualification of Construction Managers Announcement
Approve the initiation of the process to pre-qualify construction managers for the period of
February 20, 2020 through February 19, 2021.
12. Fund Analysis - December
For information only, no Board action required.
13. Oyster Dome Licensing Agreement
Approve the Exclusive License Agreement between TCC and Restord Tech, LLC.
14. Revenue Sharing Agreement
Approve the Revenue Sharing Agreement between TCC and Restord Tech, LLC.

PUBLIC COMMENT

WORKSHOP

PRESIDENT'S REPORT

NEXT MEETING DATE

February 17, 2020

Location: **Ghazvini Center for Healthcare Education**

ADJOURNMENT

**Minutes
District Board of Trustees
Tallahassee Community College
Center for Innovation
300 W. Pensacola Street
Tallahassee, FL 32301
Monday, November 18, 2019
Business Meeting & Workshop – 2:30 PM**

The November 2019 District Board of Trustees meeting was called to order by Chair Lamb at approximately 2:30 p.m.

Members Present: Chair Lamb, Trustees Callaway, Grant, Kilpatrick, Messersmith, Moore and Pople
Absent: None **Via phone:** None

Others Present: President Murdaugh, Lenda Kling, Travis Jordan, Bob Ballard, Candice Grause, Kim Moore, Barbara Wills, Scott Balog, Bret Ingerman, Mike Robeck, Don Herr, Bobby Jones, Heather Mitchell, Bob Chaney, Nyla Davis, E.E. Eunice, Gregory Williams, Jennifer Stovall, Connor Walzak, Tamara Smith, Scott Harrell, Calandra Stringer, Madeline Pumariega, Greg Gibson, Rebecca Suarez, Lei Wang, Matt Holmes, Chris Holmes, Bill Spiers, Roopali Kambo, Gerald Jones, Sheri Rowland, Jacqueline Macy, Anthony Jones, Kim Kelling, Kerri Bryon, Allison Harrell, Craig Knox, Frank Mix, Al Moran, Selina Starling, Tracey Woodard, Alice Maxwell, Ayanna Young and Felina Martin

COMMENTS

i. Board Chair Lamb asked everyone to stand for a moment of silence and the Pledge of Allegiance. He stated he enjoyed using the simulator at the truck driving school.

ii. Board Members –
Trustees Grant, Messersmith and Pople complimented the scholarship luncheon. Trustee Grant shared he was fortunate to have assisted with teaching a class. Trustee Messersmith thanked the TCC Foundation for supporting the TCC Board. Trustee Moore thanked TCC for supporting students with the new Talon Market. Trustee Callaway shared she was impressed with the STEM students at the recent conference.

iii. President Murdaugh thanked the Board for taking the time to come to events and meet our students. He shared pictures from the recent AFC Conference attended by himself, Chief of Staff Grause, Trustee Moore and Chair Lamb. He recognized the upcoming birthdays of Trustees Moore and Grant.

President Murdaugh congratulated Trustee Moore on her installation into the Venerable Order of the Hospitaller of Saint John of Jerusalem, a faith based recognition for community work, which pays for various healthcare needs in other countries.

APPROVAL OF MINUTES

1. October, 2019 Meeting

Request Board approve minutes as presented.

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

INFORMATION AND NEWS ITEMS

Director Jordan displayed headlines for the STEM Grant, Aspen Prize and STEM Summit; then introduced news clips for FAMU Advising Day, Coach Huddleston, Talon’s Market opening with support from

Walmart, STEM Grant, and TCC2Work. President Murdaugh congratulated VP Moran and his group for their work, indicating they won twelve (12) awards at the AFC Convention. He shared the presentation lead by Travis, Selena and Ayanna had other colleges taking notes and nodding their heads.

President Murdaugh indicated we were grateful for the coverage in the *Tallahassee Democrat* about the Aspen Prize. He stated it was an honor to be invited to apply and expressed his pride in the Executive Team for the amount of work they are doing for the application. He said after application review and telephone interviews, the top ten (10) applicants will have onsite interviews.

President Murdaugh recognized Steven Solomon for writing the STEM grant and working with others to design a research component, which traditionally community colleges do not do. He indicated the grant will provide sixty (60) full-ride scholarships for low-income students.

UNFINISHED BUSINESS

None

PRESENTATIONS

VP Mitchell recognized:

- Jackie Kotos, Chris Holmes, Brandon Jerkins and Robin Holmes, Firehouse Subs Public Safety Foundation, for their scholarship donation to the TCC fire academy program.
- Scott and Allison, The Harrell Family, for their donation to the FIRST CLASS Campaign.
- Foy Winsor for her donation to the FIRST CLASS Campaign in honor of her husband, Chet.

Director Chaney recognized Professor Kambo and her students who designed the new basketball posters and pocket schedules.

Student Spotlight

Connor Watzak is a student U.S. Army veteran working towards his A.A. degree. He hopes to transfer to FSU to pursue a bachelor's in Biology

NEW BUSINESS

Approval of Consent Agenda

2. Attorney Invoice – Bryant Miller Olive, P.A. (September 2019)
Authorize payment of invoice as presented.
3. Sponsored Programs – Fiscal Agent
Authorize funding for the awards and contracts as presented.
4. Sponsored Programs – Provider
Authorize funding for the awards and contracts as presented.
5. Architect Invoices
Authorize payment of architectural invoice(s) as presented.
6. Human Resources Report
Approve the report as presented.

Trustee Messersmith inquired about the support position at the Department of Transportation, with VP Wills sharing some of the grants do have this stipulation in their contracts.

Chair Lamb asked if there were any questions, with none received.

MOTION: Trustee Pople **SECOND:** Trustee Grant
Motion passed unanimously.

TCC Foundation

- 7. TCC Foundation Update

VP Mitchell thanked the Trustees for their participation in Foundation events.

None required. Report provided for information only.

Academic Affairs

- 8. Tallahassee Community College and Lively Technical College Articulation Agreement

Chair Lamb asked if there were any questions, with none received

That the Board approve the articulation agreement with Lively Technical College.

MOTION: Trustee Callaway **SECOND:** Trustee Messersmith

Motion passed unanimously.

Administrative Services

- 9. Direct Support Organization Audit Reports

For information only.

- 10. Construction Status Report

Presented as an information item only.

- 11. Pre-qualification of General Contractors Announcement

Approve the initiation of the process to pre-qualify general contractors for the period of January 1, 2020 through December 31, 2020

MOTION: Trustee Moore **SECOND:** Trustee Kilpatrick

Motion passed unanimously.

- 12. C-Cure Door Lock Upgrades

Approve the attached proposal as presented.

MOTION: Trustee Callaway **SECOND:** Trustee Messersmith

Motion passed unanimously.

- 13. Policy Manual Changes

Approve revision of College policy as presented

MOTION: Trustee Moore **SECOND:** Trustee Grant

Motion passed unanimously.

- 14. Fund Analysis - October

For information only, no Board action required.

BOARD OF TRUSTEES

- 15. The District Board of Trustees 2019 Board Self-Evaluation

Trustee Moore stated she appreciated the amount of work that went into this by staff and Trustees.

Recommend the District Board of Trustees of Tallahassee Community College acknowledge and accept the results of the 2019 Board Self-Evaluation as presented.

MOTION: Trustee Moore **SECOND:** Trustee Kilpatrick

Motion passed unanimously.

PUBLIC COMMENT

None

WORKSHOP

Executive Director Balog provided an update on the Center for Innovation, which hosted over four hundred (400) events this past year. He shared the Center will promote an entrepreneurial mindset, encourage problem-solving and creativity, and create a space that provides the resources and tools necessary to make solutions a reality.

Director Balog displayed videos for some of the programs hosted, many STEM related. He shared Flagler College is moving their Integrative Marketing Communications program to the Center in January. He stated the Center staff have recruited more than thirty (30) mentors to support students, entrepreneurs and start-ups.

Trustee Messersmith said it is encouraging to see all the different directions explored. Responding to Trustee Moore, Director Balog said the Tallahassee Creative Core is a concept he presented last week to activate the Kleman Plaza area.

PRESIDENT'S REPORT

President Murdaugh shared Bill Spiers represented the Florida College System at the recent Florida House Higher Education Committee Meeting discussing financial aid. He recognized the work of Dean Jones for the Tallahassee Science Festival and his role in the National Science Foundation award we received..

NEXT MEETING DATE

Tuesday, January 21, 2020

Location: **Main Campus**

ADJOURNMENT

Meeting adjourned at approximately 4:16 p.m.

Minutes approved at the regular meeting of the District Board of Trustees on January 21, 2020.

Eugene Lamb, Jr.
Chair

Jim Murdaugh, Ph.D.
President



January 21, 2019

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Attorney Invoice – October and November

Item Description

Request for approval to pay invoice from Bryant Miller Olive, P.A. for legal services provided related to the collective bargaining process.

Overview and Background

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

Past Actions by the Board

The Board of Trustees approved the agreement for these services at the September 19, 2016 Board meeting

Funding/ Financial Implications

Funding is budgeted in Fund 1, the Current Unrestricted Fund. The current amount due is \$6,342.00 for October and \$6,925.00 for November for a total of \$13,267.00

Recommended Action

Authorize payment of invoices as presented.



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

Invoice Date: November 13, 2019
Invoice No. 70759
Client No. 25480.006

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

Purchase Order No. PO-010844

Statement of Legal Services

	Hours
10/02/2019 DMH Review bargaining materials	0.80
10/02/2019 JCC Review documents / UFF negotiations	0.40
10/03/2019 DMH Review materials provided by client	0.30
10/03/2019 DMH Attend conference call / bargaining	2.30
10/03/2019 JCC Legal research / deferral to arbitration, unfair labor practice	2.60
10/07/2019 DMH Analyze counter proposals to Union	0.60
10/07/2019 JCC Draft TCC proposals package	5.60
10/08/2019 JCC Review and revise draft contract proposals	1.20
10/15/2019 JCC Analyze issues / UFF bargaining strategy	1.30
10/21/2019 JCC Preparation for pre-negotiations meeting	1.00
10/21/2019 JCC Review public records requests	0.20
10/22/2019 JCC Preparation for negotiations	0.80
10/23/2019 JCC Review UFF wage proposal	0.80
10/24/2019 JCC Analyze issues / impact bargaining, management rights	1.10
10/25/2019 DMH Prepare for telephone conference with client / review all proposals	1.10
10/25/2019 DMH Telephone conference with client / proposals	1.20
10/25/2019 DMH Analyze bargaining issues	0.50
10/25/2019 JCC Analyze insurance alternative strategies	0.90
10/25/2019 JCC Review drafts	0.80
10/25/2019 JCC Conference call bargaining team	1.20

Tallahassee Community College

Invoice Date: November 13, 2019
Invoice No. 70759
Client No. 25480.006

10/29/2019 DMH Review Collective Bargaining Agreement proposals and revise 0.60
Current Services 25.30 \$6,325.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
James C. Crosland	17.90	\$250.00	\$4,475.00
Denise M. Heekin	7.40	\$250.00	\$1,850.00

Expenses Incurred

Duplication 17.00
Thru 10/31/2019 \$17.00

Payments

10/21/2019 Payment ACH rec'd 10/21/19 Invoice 70314 3,075.00
3,075.00

Total Current Work \$6,342.00
Previous Balance Due \$12,199.75
Balance Due \$18,541.75

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:
101 North Monroe Street, Suite 900
Tallahassee, FL 32301
850-222-8611 FEIN 59-1315801

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

Bryant Miller Olive P.A.

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.	
Component: Dup									
10/25/2019	BRR	25480.006/ Tallahassee Community College Tallahassee Community College / L&E / UFF Bargaining Duplication		Dup	59.00	0.25	14.75	14.75	
10/25/2019	BRR	25480.006/ Tallahassee Community College Tallahassee Community College / L&E / UFF Bargaining Duplication		Dup	9.00	0.25	2.25	2.25	
					Component: Dup	<u>68.00</u>		<u>17.00</u>	<u>17.00</u>
					Grand Total:	68.00		\$17.00	\$17.00



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

Invoice Date: December 6, 2019
 Invoice No. 70987
 Client No. 25480.006

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

Purchase Order No. PO-010844

Statement of Legal Services

		Hours	
10/03/2019	JCC Conference call TCC bargaining team	2.20	
11/01/2019	JCC Review contract language	0.50	
11/04/2019	JCC Review documents / bargaining	0.50	
11/04/2019	JCC Review UFF proposals and preparation for bargaining	2.80	
11/04/2019	DMH Analyze proposals for bargaining	0.20	
11/05/2019	JCC Review correspondence / College proposals	0.50	
11/06/2019	JCC Review correspondence/proposals / UFF	0.30	
11/06/2019	DMH Review and revise Collective Bargaining Agreement articles	2.10	
11/07/2019	JCC Review draft proposals	0.80	
11/07/2019	DMH Analyze issues regarding bargaining	0.30	
11/07/2019	DMH Telephone conference with client (C. Grause) / proposals	0.90	
11/07/2019	DMH Review proposals for bargaining	0.80	
11/07/2019	DMH Review and reply to emails	0.30	
11/08/2019	JCC Travel to Tallahassee	3.00	No Charge
11/08/2019	JCC Conference client and attend UFF negotiations	7.00	
11/08/2019	JCC Travel to Miami	3.00	No Charge
11/12/2019	JCC Telephone conference with client (C. Grause) / UFF negotiations	0.30	
11/13/2019	JCC Telephone conference with client (B. Wills) / insurance issues	0.40	
11/15/2019	JCC Review correspondence / health insurance	0.20	
11/18/2019	JCC Review UFF wage proposals	0.80	

Tallahassee Community College

Invoice Date: December 06, 2019
Invoice No. 70987
Client No. 25480.006

11/19/2019 JCC	Analyze issues / change in BOT policies	0.60	
11/19/2019 JCC	Review UFF health proposal	0.60	
11/19/2019 JCC	Conference with client (B. Wills, C. Grause) / health insurance	0.50	
11/21/2019 JCC	Telephone conference with client (C. Grause) regarding insurance; wages	0.30	
11/21/2019 JCC	Review UFF correspondence / proposals	0.50	
11/22/2019 JCC	Review back insurance proposals and data	0.60	
11/27/2019 JCC	Preparation for negotiations	3.40	
11/27/2019 DMH	Review proposal information	0.30	
	Current Services	<hr/>	
		27.70	\$6,925.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
James C. Crosland	22.80	\$250.00	\$5,700.00
Denise M. Heekin	4.90	\$250.00	\$1,225.00

Payments

11/20/2019	Payment	ACH rec'd 11/20/19 Invoice 70501	12,199.75
			<hr/>
			12,199.75

Total Current Work	<hr/>	\$6,925.00
Previous Balance Due		\$6,342.00
Balance Due		<hr/>
		\$13,267.00

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:
101 North Monroe Street, Suite 900
Tallahassee, FL 32301
850-222-8611 FEIN 59-1315801

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



January 21, 2019

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Sponsored Programs – Provider

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

Take Stock in Children/Mini-Grant Award 2019-2020

This award supports activities for high school graduating seniors participating in the Take Stock in Children program. The amount of the award is \$3,500 with an indirect cost rate of 0%. The funding period is through 6/30/20.

US Department of Education – Gadsden County Talent Search Program -STEM Supplemental

The Talent Search award, which identifies and assists students in middle and high school from disadvantaged backgrounds in Gadsden County who have the potential to succeed in higher education, was increased by \$40,000 to support STEM activities. The indirect cost rate of the supplemental is 0%. The funding period is through 8/31/2020.

Community Human Service Partnership, City of Tallahassee – Aspire

This award supports activities relating to ASPIRE initiative. A.S.P.I.R.E. Capital Region (Accelerating Student Performance Into Realms of Excellence) is a data-driven approach, using the collective impact model, to provide post-secondary opportunities for the most underserved or underrepresented population in the Leon, Wakulla and Gadsden County area. The amount of the award is \$20,000 with an indirect cost rate of 0%. The funding period is 10/1/19 through 9/30/20.

Tallahassee Community College Foundation – College Innovation Fund

Annually the foundation funds innovative projects on campus. This year projects include a Wakulla summer camp – Full STEAM Ahead Summer Camp, a transformation of 25 campus spaces through student artwork, and a student investment club. The amount of the award is \$26,000 with an indirect cost rate of 0%. The funding period is from 1/1/2020 through 12/31/20.

Tallahassee Community College Foundation – LCAN Seed Grant

This award is a pass-through from the foundation to support the activities relating to the ASPIRE initiative. A.S.P.I.R.E. is a member of a larger network of LCANs communities (Local College Access Network) who all report its community data to an FCAN (Florida College Access Network). The amount of the award is \$20,000 with an indirect cost rate of 0%. The funding period is 2/1/19 through 9/30/20.

II. Commitments, Expenditures, Contracts for Service

None at this time.

Past Actions by the Board

None.

Funding/ Financial Implications

The awards are established in Fund 2, Restricted Accounts. The indirect earned from the awards is \$0.

Recommended Action

Authorize funding for the awards and contracts as presented.



January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Architect Invoices

Item Description

This item requests that the Board approve the architect invoices submitted for the month(s) of November and December 2019.

Overview and Background

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

Architects | Lewis + Whitlock, PA - \$0.00
Clemons, Rutherford & Associates, Inc. - \$0.00
DAG Architects, Inc. - \$519.00

Past Actions by the Board

The Board last authorized architect invoices at the November 18, 2019 meeting.

Funding/ Financial Implications

The funds for several minor projects (approximately \$1.1 million) were provided in the General Renovations/Remodeling PECO allocations the College received for FY 18/19. Funds for the Master Plans were available in the Capital Improvement fees.

Recommended Action

Authorize payment of architectural invoices as presented.



Destin
Tallahassee
Pensacola
Panama City

Tallahassee Community College
Trey Kimbrel
444 Appleyard Drive
Tallahassee, FL 32304

Invoice number 17064_1219
Date 12/05/2019

Project 17064 TCC ADMINISTRATION BUILDING
STAIR WALLS REPLACEMENT

Professional Architectural Services including final inspection and project close out

PO-007643-2 for first \$24,780.00
PO-011098 for last \$4,205.00

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
Tasks 1 & 2	6,600.00	100.00	6,600.00	6,600.00	0.00
CO #2					
CO #2 Tasks 1 & 2	6,645.00	100.00	6,645.00	6,645.00	0.00
CO #2 Task 3	10,550.00	100.00	10,550.00	10,550.00	0.00
CO #2 Tasks 4 & 5	5,190.00	100.00	4,671.00	5,190.00	519.00
Subtotal	22,385.00	100.00	21,866.00	22,385.00	519.00
Total	28,985.00	100.00	28,466.00	28,985.00	519.00

Invoice total **519.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
17064_1219	12/05/2019	519.00	519.00				
	Total	519.00	519.00	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.



January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Human Resources 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 2019-2020 Operating Budget.

Recommended Action

Approve the report as presented.

Original Appointments - Executive, Administrative, Managerial & Professional

Name	Department	Effective Date
<i>None to Report</i>		

Original Appointments - Classified Staff

Name	Position	Department	Effective Date
Albert Goater	Landscaper	Facilities	November 4, 2019
Marckus Harden	Conference and Events Coordinator	Conference and Events	November 4, 2019
Michael Papagikos	Human Resources Manager	Human Resources	November 4, 2019
Alexander Macy	Senior Research Analyst	Institutional Effectiveness	November 18, 2019
William Wiegand	Maintenance Technician II	Facilities	November 21, 2019

Original Appointments - Faculty

Name	Position	Department	Effective Date
<i>None to Report</i>			

Original Appointments - Contracts & Grants

Name	Position	Department	Effective Date
Shannon Williams	Career Development Specialist	Compass 100 DOC Homestead C.I.	November 1, 2019
Florence Wilson	Career Development Specialist	Compass 100 DOC Florida State Prison	November 15, 2019
Shakia Johnson	English Language Arts Content Specialist	DOE Test Development Center	November 25, 2019
Tony Conley	Carpentry/Technical Educator Instructor	DOC Vocational Training	November 25, 2019
Wanda Udell	Career Development Specialist	Compass 100 DOC Hamilton C.I.	December 3, 2019

Re-Appointments (All Employees)

Name	Position	Department	Effective Date	Prior Position
<i>None to Report</i>				

Drop Retiree Participants (All Employees)

Name	Position	Department	Enrollment Date	End Period
Christopher Holleman	Senior Engineering Technician	Construction Services	December 1, 2019	November 30, 2024

Separations (All Employees)

Name	Position	Department	Effective Date	Separation Type
Brian Walker	Simulation Program Manager	Healthcare Professions	October 30, 2019	Resigned
Yancy Matthews	Maintenance Technician II	Facilities	November 5, 2019	Resigned
Demarrio Bryant	Academy Program Coordinator	Florida Public Safety Institute	November 7, 2019	Resigned
Kaisha Johnson	Staff Assistant I	Advising	November 8, 2019	Resigned
Marilyn Fairley	Career Development Specialist	Compass 100 DOC Santa Rosa C.I.	November 15, 2019	Resigned
Eric Henderson	Property Records Specialist	Purchasing and General Services	November 30, 2019	Retired
Kim Allen	Director, Public Safety Continuing Education	Florida Public Safety Institute	November 30, 2019	Retired
Randey Burnette	Developmental Math Faculty	Math and Science	November 30, 2019	Retired
Dorothy Colbert	Program Specialist	Talent Search	December 5, 2019	Resigned
Krysta Gardner	Program Specialist	DOE McKay Scholarship	December 5, 2019	Resigned
Laura Hedrick	Teacher Aide	DOC Lowell C.I.	December 5, 2019	Resigned
Kristin Sandbrook	Career Development Specialist	Compass 100 DOC Polk C.I.	December 6, 2019	Dismissed
Sulma Colvin	Career Development Specialist	Compass 100 DOC Charlotte/DeSoto C.I.	December 9, 2019	Resigned

Outside Employment Requests (All Employees)

Name	Position	Department	Employer	Position
Dianna Scherlin	Associate Dean	Healthcare Professions	Higher Education	Consultant
Jill Hanks	Faculty	Nursing Faculty	Southern Medical Group	ARNP

Seeking to Hold Political Office Request (All Employees)

<i>None to Report</i>				
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January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

- January 22, 2020: President's Circle Reception, Ghazvini Center for Healthcare Education, 5:30 – 7:00 p.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

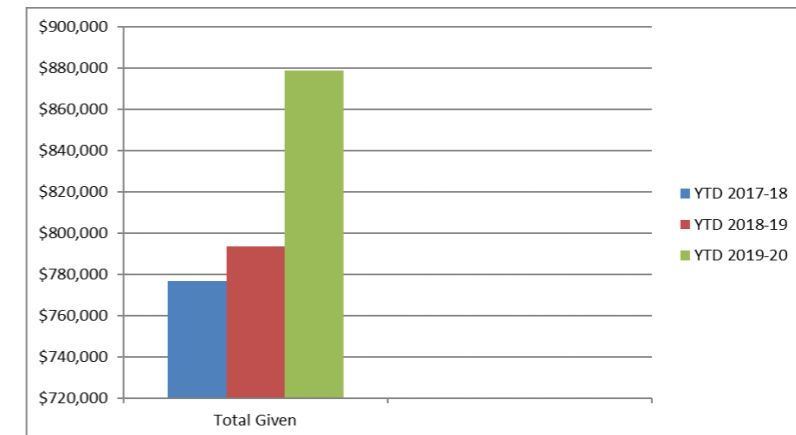
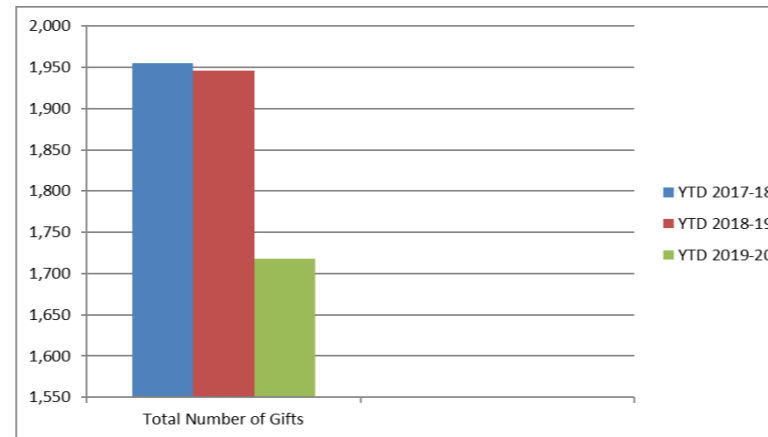
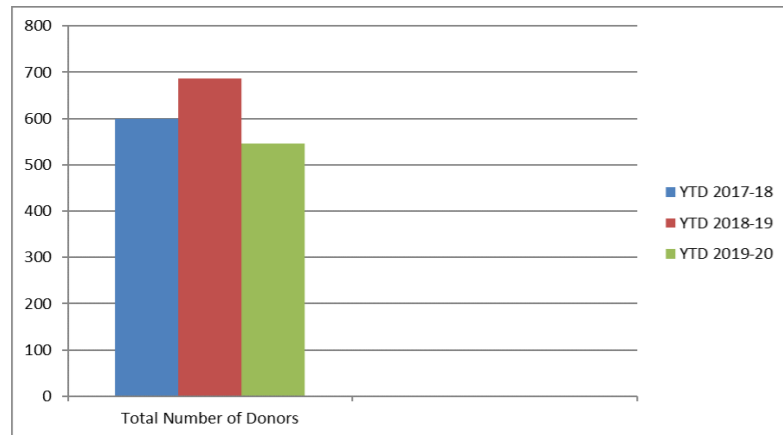
None required. Report provided for information only.

TCC Foundation - Financial Update FY 19/20

July - December 16

TCC Foundation		YTD 17/18	YTD 18/19	YTD 19/20
		Total Received	\$776,962	\$793,490
	Scholarship amount	\$331,273	\$285,082	\$398,255
	Program support amount	\$273,108	\$321,917	\$228,079
	Facility support amount	\$103,491	\$104,468	\$162,250
	Unrestricted support amount	\$69,090	\$82,023	\$90,396
	Number of Donors	600	687	545
	Number of Gifts	1,955	1,946	1,718
	Net assets of the TCC Foundation	\$18,043,475	\$17,107,135	\$17,747,096

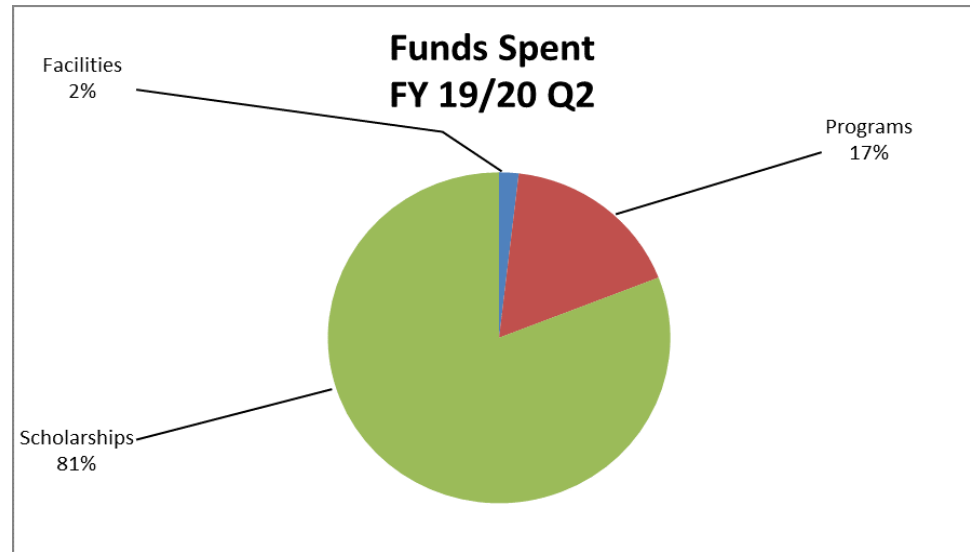
TCC Foundation		YTD 17/18	YTD 18/19	YTD 19/20
		Cash	\$768,412	\$770,050
	Gift in Kind	\$8,550	\$23,440	\$32,000
	Planned Gifts	\$0	\$0	\$25,000
	Total Raised - Pledges Received	\$24,000	\$93,585	\$127,527
	Grants Received			25 grants total \$5,674,124
	Grants Applied For			9 grants total \$6,965,445
	Pledges Expected by 6/30/2020			\$568,872



TCC Foundation - Funds Spent FY 19/20

Funds Spent FY 2019-2020 Second Quarter

Fund Category	Amount Spent
Facilities	\$13,945
Programs	\$130,893
Scholarships	\$614,210
Total	\$759,048





January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Policy Manual Changes - Art

Item Description

This item requests Board approval of a new Visual Arts Policy.

Overview and Background

The College brings forth a request to modify the College's Policy Manual by adding a Visual Arts Policy.

Past Actions by the Board

The District Board of Trustees must approve all Policy Manual changes.

Funding/ Financial Implications

There are no Funding/Financial implications.

Recommended Action

Approve policy as presented.

**TALLAHASSEE COMMUNITY COLLEGE
DISTRICT BOARD OF TRUSTEES
P O L I C Y**

TITLE: TCC Visual Arts Policy	NUMBER: 03-40
AUTHORITY: Florida Statute 1001.64, 1001.65	SEE ALSO: Administrative Procedure
DATE ADOPTED:	

The Tallahassee Community College District Board of Trustees recognizes that the TCC Visual Arts program provides a teaching and learning environment for students and the surrounding community that encourages the appreciation and understanding of art, its role in society, and the connection between art, education, and culture, through exposure to a diverse agenda of visual art forms.

As such the board authorizes the establishment of procedures for the acquisition, exhibition, removal and loaning of such art.

The Board also authorizes the establishment of a TCC Fine Art Exhibition and Collection Committee. The role of the committee is to evaluate all forms of art to be considered for inclusion in the TCC Arts program and to provide oversight of the acquisition, exhibition, removal and loaning of art for Tallahassee Community College. Committee members shall be appointed by the President or designee.



January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Madeline Pumariega, M.Ed.
Executive Vice President and Provost

SUBJECT: Academic Curriculum Changes

Item Description

This item presents proposed program changes, program deletions, new courses, course changes, and course deletions effective Spring 2020.

Overview and Background

The Curriculum and Innovation Council members review and make recommendations for Board approval for new program and courses. Due to changes by the State Board of Education as well as the revision of programs to meet workforce demands, there are several changes that are being proposed.

The College is proposing to revise the Health Profession to Registered Nursing A.S. degree to provide an accelerated and seamless transition for respiratory therapists, paramedics, and licensed practical nurses to receive an RN certification in only two semesters. The College is also proposing to redesign the Sports, Fitness, and Recreation Management A.S. degree for students to be eligible to receive the educator certification for an endorsement in athletics coaching. Additionally, the College is proposing to delete the Pharmacy Management A.S. degree. Majority of the pharmacies are providing on-the-job training for Pharmacy Technicians which has drastically reduced the program to very low enrollment.

Funding/ Financial Implications

Curriculum changes require no new funding.

Past Actions by the Board

The Board approves curriculum changes each semester.

Recommended Action

That the Board approves the recommendation for the curriculum changes as attached.

PROGRAM CHANGES

Health Profession to Registered Nursing (R.N.), A.S. (72 credit hours) (effective Spring 2020)

TCC is proposing to revise this program to align with TCC's current A.S. in Nursing. This program will provide a seamless transition for respiratory therapists, paramedics, and licensed practical nurses to accelerate to the RN certification. The program will be offered in hybrid format and the students will complete the program in two (2) semesters rather than the four (4) semesters of the traditional program. This program will also serve as the bridge program for the LPN students at Lively Technical College to transition into TCC's accelerated R.N. program. Students receive 10 credit hours towards completing this program due to their current licensure as a healthcare professional.

Add courses:

- NUR1022C Essentials of Nursing Process I (7)
- NUR1231C Essentials of Nursing Process II (7)
- NUR2244C Essentials of Nursing Process III (7)
- NUR2823C Essentials of Nursing Process IV (7)
- NUR1422C Essentials of Reproductive Health (2)
- NUR2310C Essentials of Pediatric Nursing (2)

Delete courses:

- NUR2801C Professional Transition (5)
- NUR2142 Pharmacology (1)
- NUR2222C Nursing Concepts II (5)
- NUR2242C Nursing Concepts III (5)
- NUR2251C Nursing Concepts IV (5)
- NUR2801C Professional Transition (5)

Sports, Fitness, and Recreation Management, A.S. (60 credit hours) (effective Spring 2020)

TCC is proposing to redesign the program to more closely align with employment demand in the field so that students will be able to receive the educator certification for an endorsement in athletics coaching.

Add courses:

- SPM2104 Sports Facility and Event Management (3)
- PEO2005 Theory of Coaching (3)

Delete courses:

- PEM1101 Theory and Practice of Adult Fitness (3)
- HSC2400 First Aid (3)
- PEL1121 Beginning Golf (1)
- PEL1122 Intermediate Golf (1)
- PEL1320 Volleyball (1)
- PEM1171 Aerobics (1)
- PEM1431 Introduction to Judo (1)

PEL1341 Beginning Tennis (1)

PROGRAM DELETIONS

Based on review of curriculum content and assessment, the following program deletions are recommended due to low enrollment and no employment outlook.

Pharmacy Management, A.S.
Pharmacy Technician Applied Technology Diploma
Sonography Certificate

NEW COURSES

Course ID	Course Name	Rationale for New Course
NUR1022C	Essentials of Nursing Process I	New course for Health Profession to Registered Nursing (R.N.), A.S.
NUR1231C	Essentials of Nursing Process II	New course for Health Profession to Registered Nursing (R.N.), A.S.
NUR1422C	Essentials of Reproductive Health	New course for Health Profession to Registered Nursing (R.N.), A.S.
NUR2244C	Essentials of Nursing Process III	New course for Health Profession to Registered Nursing (R.N.), A.S.
NUR2310C	Essentials of Pediatric Nursing	New course for Health Profession to Registered Nursing (R.N.), A.S.
NUR2823C	Essentials of Nursing Process IV	New course for Health Profession to Registered Nursing (R.N.), A.S.
SPM2104	Sport Facility Management	New course for Sports, Fitness, and Recreation Management, A.S.
PEO2005	Theory of Coaching	New course for Sports, Fitness, and Recreation Management, A.S.

COURSE DELETIONS

Course ID	Course Name	Rationale for Course Deletion
PEL1121	Beginning Golf	This course is recommended for deletion based on low enrollment and difficulty finding instructors whom meet the requirements.
PEL1122	Intermediate Golf	This course is recommended for deletion based on low enrollment and difficulty finding instructors whom meet the requirements.

PEL1320	Volleyball	This course is recommended for deletion based on low enrollment and difficulty finding instructors whom meet the requirements.
PEL1341	Beginning Tennis	This course is recommended for deletion based on low enrollment and difficulty finding instructors whom meet the requirements.
PEM1101	Theory and Practice of Adult Fitness	This course is recommended for deletion based on low enrollment and difficulty finding instructors whom meet the requirements.
PEM1701	Aerobics	This course is recommended for deletion based on low enrollment and difficulty finding instructors whom meet the requirements.
PEM1431	Introduction to Judo	This course is recommended for deletion based on low enrollment and difficulty finding instructors whom meet the requirements.

COURSE REVISIONS

Course ID	Course Name	Type of Change	Current	Proposed	Rationale for Change
ARH2500	Non-Western Art History	Course title	Non-Western Art History	Art of the World	The proposed name more accurately depicts the material covered in the course. It quickly indicates global art such as that from Africa, the Pacific, etc.



January 21, 2019

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Madeline Pumariega, M.Ed.
Executive Vice President and Provost

SUBJECT: Revised 2019-2020 Dual Enrollment Articulation Agreements with County School Boards and Public Charter Schools

Item Description

This item presents a revised version of the 2019-2020 Dual Enrollment Articulation Agreements between the College and each of the three district partners in the Tallahassee Community College service area, the charter schools in the Tallahassee Community College service area and the one district outside of the Tallahassee Community College service area for approval as required by Florida law.

Overview and Background

In each of the agreements, one sentence was removed. The sentence obligates the school district to pay for any dual enrolled home school student who is registered with the School Board. The Florida Department of Education has advised that Tallahassee Community College removes that sentence from its articulation agreements. The revised agreements comply with the request.

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. This also includes online courses. Moreover, the school districts pay for the cost of the instructor if the course is taught at the high school site by a TCC instructor. The school districts are not charged tuition for summer enrollments. Also, school districts do not pay tuition for students who take courses on the high school campus.

Past Actions by the Board

The Board approves these agreements.

Recommended Action

That the Board approve the articulation agreements.

2019 – 2020 Dual Enrollment Articulation Agreement

Florida State University Schools and Tallahassee Community College

Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee Community College, hereinafter referred to as TCC, and Florida State University Schools, hereinafter referred to as FSUS. The term of this agreement shall commence upon signing and shall end July 31, 2020.

The local Articulation Committee shall consist of the following: Committee members from FSUS Board of Directors or designee. Committee members from TCC will be appointed by the President of TCC or designee.

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

I. A ratification or modification of all existing articulation agreements

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

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

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

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

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

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

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

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

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

Early Admission Dual Enrollment

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

Career Dual Enrollment

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

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

Application Process for New Students

Step 1: Complete [TCC Online Application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

Application Process for Early Admission Students

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Complete the Permission for Early Admission Form with your guidance counselor. [Click here to access the form](#).

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator or you can bring them to your meeting.

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

Step 7: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

Withdrawing from classes and Schedule Changes

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

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC's Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student's schedule, the guidance counselor must submit a written request to TCC's Dual Enrollment Coordinator before the deadline which is published on TCC's dual enrollment website: [Click here for the Course Adjustment Form.](#)

Summer Enrollment

Students are allowed to enroll in summer courses during Summer B session. Enrollment in sessions A, F and C are not allowed.

Graduating high school seniors will not be eligible to participate in dual enrollment during the summer. They will be categorized as degree seeking college students and will have to pay for summer courses.

Maximum Course Loads

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

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

Testing for Dual Enrollment Eligibility

Students will use the P.E.R.T., SAT, and ACT. Reading scores to test for dual enrollment eligibility.

Prior to May 1st, 2017

P.E.R.T.			
Reading	106	ENC 1101	
Writing	103		
Mathematics	114-122	MAT 1033	
Mathematics	123	MAC 1105, STA 2023, MGF 1106, MGF 1107	
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	550	28.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19	ENC 1101	
English	17		
Mathematics	19-20	MAT 1033	
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107	

After May 1st, 2017

P.E.R.T.			
Reading	106	ENC 1101	
Writing	103		
Mathematics	114-122	MAT 1033	
Mathematics	123	MAC 1105, STA 2023, MGF 1106, MGF 1107	
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	470	25.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19	ENC 1101	

English	17	
Mathematics	19-20	MAT 1033
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107

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

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

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

***As of May 1, 2017, TCC will accepted the updated SAT scores. TCC has adjusted its scores based on the SAT redesign.**

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

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

TCC defines readiness for college-level coursework as placement into college-level Mathematics **and** English **and** Reading.

Students who wish to enroll in dual enrollment prior to completing the 10th grade will be required to place into college-level Mathematics **and** English **and** Reading in order to be eligible for the dual enrollment program. There are no exceptions to this rule.

Students who wish to enroll in dual enrollment after completing the 10th grade school year and have appropriate scores (see *Table 1*) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.

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

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process.

Continued Enrollment for Academic Dual Enrollment

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

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.0 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TCC GPA is below 2.0 or completion is below 75%. High school students are only allowed one grace period.

Early Admission Eligibility

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

Continued Enrollment for Early Admission

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

VI. High School Credit Earned for the passage of Dual Enrollment Courses

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement.

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

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

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

N/A

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

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

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

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

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

Exceptions to High School Grade Point Averages Terms:

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

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

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

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine continued eligibility. The grace period can only be used once during the student's high school matriculation.

IX. Registration Procedures for Dual Enrollment

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2nd options. The completed registration form will be given to TCC's Dual Enrollment Advisor who will register the student for courses that are available at the time the form is received.

2019-2020 Deadlines for High Schools:

Due Date	Activity	Responsible Party
June 14 th , 2019 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Summer 2017 B session	High school
July 23 rd , 2019	Last Day to Withdraw a student from Summer 2018 B session (use withdrawal form)	
August 9 th , 2019	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Fall 2019 semester. This includes registration for courses on the high school campus.	
August 26 th , 2019 (Noon)	TCC First Day of Class	
August 30 th , 2019	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
November 5 th , 2019	Last Day to Withdraw a student (use withdrawal form)	
November 8 th , 2019	Deadline to make changes to course offerings at the high school for Spring 2020. Deadline to identify instructors.	High school

December 6 th , 2019	TCC Last Day of Class	
December 6 th , 2019 (Noon)	Deadline for students to submit paperwork for Spring 2020 (applications, test scores, permission to register forms)	
December 16 th , 2019	Deadline to submit grades to TCC	High school
December 18 th , 2019	TCC Transcripts will be delivered to high schools	TCC
January 8 th , 2020	TCC First Day of Class	
January 14 th , 2020	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
March 9 th , 2020	Deadline to Submit “Course Request for Dual Enrollment” Form for 2017-2018.	High school
March 27 th , 2020	Last Day to Withdraw a student	High school
April 24 th , 2020	TCC Last Day of Class	
May 4 th , 2020	Deadline to submit grades to TCC	High school
May 7 th , 2020	TCC transcripts will be delivered to high schools	TCC

X. Exceptions, if any, to Professional Rules and Guidelines for Instructors teaching Dual Enrollment Courses

There are no exceptions.

XI. Exceptions, if any, to Rules and Guidelines stated in the student handbook which Apply to Faculty Members.

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

Faculty who wish to teach college credit courses that are offered on the high school campuses must complete a [TCC Online Application](#) and all other procedures required by TCC’s Human Resources and Academic Divisions. Applicants must be recommended

for hire by the appropriate Academic Dean/Director. Faculty must also adhere to the following guidelines (Florida Statutes, 1007.271 (5a)):

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

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

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

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

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

high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

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

XII. Responsibilities of the School Board Regarding Determination of Student Eligibility before Dual Enrollment Participation and Monitoring of Student Performance while Participating in Dual Enrollment

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

The high school is responsible for making sure that all students who plan to participate in dual enrollment have completed an online TCC application.

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

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

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

XIII. Responsibilities of the Florida College System Institution Regarding Transmission of Student Grades in Dual Enrollment Courses to the School Board

TCC will transmit student transcripts to the district office at the end of each semester.

XIV. Responsibilities for Funding that Delineates Costs Incurred by the School Board and TCC

Dual enrollment 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. 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

Per the 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 2019-2020 is \$71.98. 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 2020 dual enrollment students. TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the fees collected to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. The School Board's payment of tuition to TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and 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 dual enrollment 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 dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment 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 21 business days of TCC's Census date which is normally after the 5th day of class each semester.

A second invoice may be generated for all students who enroll in an express session if that student is not included in the main session invoice.

The school district is responsible for any student who fails to withdraw after the add/drop period.

Before invoicing, each district will need to verify enrollment. Once verification has occurred, there will be no changes to the invoices.

XV. Responsibilities for Student Transportation

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

XVI. Responsibilities for services and resources that are available to students with disabilities

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

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

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

IN WITNESS WHEREOF, the School Board of Florida State University Schools, 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 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

Chair, Tallahassee District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, Florida State University Schools

Date

Principal, Florida State University High School

2019 – 2020 Dual Enrollment Articulation Agreement

Crossroad Academy and Tallahassee Community College

Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee Community College, hereinafter referred to as TCC, and Crossroad Academy, hereinafter referred to as Crossroad Academy. The term of this agreement shall commence upon signing and shall end July 31, 2020.

The local Articulation Committee shall consist of the following: Committee members from Crossroad Academy Board of Directors or designee. Committee members from TCC will be appointed by the President of TCC or designee.

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

I. A ratification or modification of all existing articulation agreements

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

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

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

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

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

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

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

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

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

Early Admission Dual Enrollment

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

Career Dual Enrollment

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

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

Application Process for New Students

Step 1: Complete [TCC Online Application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

Application Process for Early Admission Students

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Complete the Permission for Early Admission Form with your guidance counselor. [Click here to access the form](#).

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator or you can bring them to your meeting.

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

Step 7: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

Withdrawing from classes and Schedule Changes

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

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC's Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student's schedule, the guidance counselor must submit a written request to TCC's Dual Enrollment Coordinator before the deadline which is published on TCC's dual enrollment website: [Click here for the Course Adjustment Form.](#)

Summer Enrollment

Students are allowed to enroll in summer courses during Summer B session. Enrollment in sessions A, F and C are not allowed.

Graduating high school seniors will not be eligible to participate in dual enrollment during the summer. They will be categorized as degree seeking college students and will have to pay for summer courses.

Maximum Course Loads

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

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

Testing for Dual Enrollment Eligibility

Students will use the P.E.R.T., SAT, and ACT. Reading scores to test for dual enrollment eligibility.

Prior to May 1st, 2017

P.E.R.T.			
Reading	106		ENC 1101
Writing	103		
Mathematics	114-122		MAT 1033
Mathematics	123		MAC 1105, STA 2023, MGF 1106, MGF 1107
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	550	28.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19		ENC 1101
English	17		
Mathematics	19-20		MAT 1033
Mathematics	21		MAC 1105, STA 2023, MGF 1106, MGF 1107

After May 1st, 2017

P.E.R.T.			
Reading	106		ENC 1101
Writing	103		
Mathematics	114-122		MAT 1033
Mathematics	123		MAC 1105, STA 2023, MGF 1106, MGF 1107
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	470	25.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19		ENC 1101
English	17		

Mathematics	19-20	MAT 1033
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107

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

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

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

***As of May 1, 2017, TCC will accepted the updated SAT scores. TCC has adjusted its scores based on the SAT redesign.**

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

<p>The statutory eligibility requirements for academic dual enrollment include: 3.0 unweighted high school GPA and demonstrated readiness for college coursework through scores on a common placement test (as established in State Board of Education Rule 6A-10.0315).</p> <p>TCC defines readiness for college-level coursework as placement into college-level Mathematics and English and Reading.</p> <p>Students who wish to enroll in dual enrollment prior to completing the 10th grade will be required to place into college-level Mathematics and English and Reading in order to be eligible for the dual enrollment program. There are no exceptions to this rule.</p> <p>Students who wish to enroll in dual enrollment after completing the 10th grade school year and have appropriate scores (see <i>Table 1</i>) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.</p> <p>Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through dual enrollment.</p>

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process.

Continued Enrollment for Academic Dual Enrollment

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

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.0 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TCC GPA is below 2.0 or completion is below 75%. High school students are only allowed one grace period.

Early Admission Eligibility

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

Continued Enrollment for Early Admission

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

VI. High School Credit Earned for the passage of Dual Enrollment Courses

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement.

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

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

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

N/A

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

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

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

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

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

Exceptions to High School Grade Point Averages Terms:

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

Documentation must be provided to TCC's Academic Affairs designee.

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

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

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine continued eligibility. The grace period can only be used once during the student's high school matriculation.

IX. Registration Procedures for Dual Enrollment

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2nd options. The completed registration form will be given to TCC's Dual Enrollment Advisor who will register the student for courses that are available at the time the form is received.

2019-2020 Deadlines for High Schools:

Due Date	Activity	Responsible Party
June 14 th , 2019 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Summer 2017 B session	High school
July 23 rd , 2019	Last Day to Withdraw a student from Summer 2018 B session (use withdrawal form)	
August 9 th , 2019	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Fall 2019 semester. This includes registration for courses on the high school campus.	
August 26 th , 2019 (Noon)	TCC First Day of Class	
August 30 th , 2019	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
November 5 th , 2019	Last Day to Withdraw a student (use withdrawal form)	
November 8 th , 2019	Deadline to make changes to course offerings at the high school for Spring 2020. Deadline to identify instructors.	High school
December 6 th , 2019	TCC Last Day of Class	
December 6 th , 2019 (Noon)	Deadline for students to submit paperwork for Spring 2020	

	(applications, test scores, permission to register forms)	
December 16 th , 2019	Deadline to submit grades to TCC	High school
December 18 th , 2019	TCC Transcripts will be delivered to high schools	TCC
January 8 th , 2020	TCC First Day of Class	
January 14 th , 2020	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
March 9 th , 2020	Deadline to Submit “Course Request for Dual Enrollment” Form for 2017-2018.	High school
March 27 th , 2020	Last Day to Withdraw a student	High school
April 24 th , 2020	TCC Last Day of Class	
May 4 th , 2020	Deadline to submit grades to TCC	High school
May 7 th , 2020	TCC transcripts will be delivered to high schools	TCC

X. Exceptions, if any, to Professional Rules and Guidelines for Instructors teaching Dual Enrollment Courses

There are no exceptions.

XI. Exceptions, if any, to Rules and Guidelines stated in the student handbook which Apply to Faculty Members.

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

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

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

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

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

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

It is the responsibility of each instructor to check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify TCC's dual enrollment coordinator.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

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



XII. Responsibilities of the School Board Regarding Determination of Student Eligibility before Dual Enrollment Participation and Monitoring of Student Performance while Participating in Dual Enrollment

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

The high school is responsible for making sure that all students who plan to participate in dual enrollment have completed an online TCC application.

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

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

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

XIII. Responsibilities of the Florida College System Institution Regarding Transmission of Student Grades in Dual Enrollment Courses to the School Board

TCC will transmit student transcripts to the district office at the end of each semester.

XIV. Responsibilities for Funding that Delineates Costs Incurred by the School Board and TCC

Dual enrollment 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. 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

Per the 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 2019-2020 is \$71.98. 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 2020 dual enrollment students. TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the fees collected to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. The School Board's payment of tuition to TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and 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 dual enrollment 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 dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment 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 21 business days of TCC's Census date which is normally after the 5th day of class each semester.

A second invoice may be generated for all students who enroll in an express session if that

student is not included in the main session invoice.

The school district is responsible for any student who fails to withdraw after the add/drop period.

Before invoicing, each district will need to verify enrollment. Once verification has occurred, there will be no changes to the invoices.

XV. Responsibilities for Student Transportation

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

XVI. Responsibilities for services and resources that are available to students with disabilities

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

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

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

IN WITNESS WHEREOF, the School Board of Crossroad Academy, 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 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

Chair, Tallahassee District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, School Board of Directors
Crossroad Academy School Board

Date

Principal, Crossroad Academy

2019 – 2020 Dual Enrollment Articulation Agreement

Leon County Schools and Tallahassee Community College

Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee Community College, hereinafter referred to as TCC, and the District School Board of Leon County, hereinafter referred to as the School Board. The term of this agreement shall commence upon signing and shall end July 31, 2020.

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.

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

I. A ratification or modification of all existing articulation agreements

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

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

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

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

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

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

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

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

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

Early Admission Dual Enrollment

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

Career Dual Enrollment

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

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

Application Process for New Students

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

Application Process for Early Admission Students

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Complete the Permission for Early Admission Form with your guidance counselor. [Click here to access the form](#).

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores

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

Step 7: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

Withdrawing from classes and Schedule Changes

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

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC's Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student's schedule, the guidance counselor must submit a written request to TCC's Dual Enrollment Coordinator before the deadline which is published on TCC's dual enrollment website. [Click here for the Course Adjustment Form.](#)

Summer Enrollment

Students are allowed to enroll in summer courses during Summer B session. Enrollment in sessions A, F and C are not allowed.

Graduating high school seniors will not be eligible to participate in dual enrollment during the summer. They will be categorized as degree seeking college students and will have to pay for summer courses.

Maximum Course Loads

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

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

Testing for Dual Enrollment Eligibility

Students will use the P.E.R.T., SAT, ACT, and FCAT 2.0. Reading scores to test for dual enrollment eligibility.

Prior to May 1st, 2017

P.E.R.T.			
Reading	106	ENC 1101	
Writing	103		
Mathematics	114-122	MAT 1033	
Mathematics	123	MAC 1105, STA 2023, MGF 1106, MGF 1107	
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	550	28.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19	ENC 1101	
English	17		
Mathematics	19-20	MAT 1033	
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107	
Grade 10 FCAT 2.0 Reading			
Reading	262	ENC 1101	

After May 1st, 2017

P.E.R.T.			
Reading	106	ENC 1101	
Writing	103		
Mathematics	114-122	MAT 1033	
Mathematics	123	MAC 1105, STA 2023, MGF 1106, MGF 1107	
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	470	25.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19	ENC 1101	
English	17		
Mathematics	19-20	MAT 1033	
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107	

Grade 10 FCAT 2.0 Reading

Reading	262	ENC 1101
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Students must provide official score reports to TCC for ACT, SAT, and/or FCAT 2.0 Reading before being registered for courses. Scores must be less than two years old.

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

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

***As of May 1, 2017, TCC will accepted the updated SAT scores. TCC has adjusted its scores based on the SAT redesign.**

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

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

TCC defines readiness for college-level coursework as placement into college-level Mathematics and English and Reading.

Students who wish to enroll in dual enrollment prior to completing the 10th grade FCAT 2.0 or Florida Comprehensive Assessment Test 2.0 will be required to place into college-level Mathematics and English and Reading in order to be eligible for the dual enrollment program. There are no exceptions to this rule.

Students who wish to enroll in dual enrollment after taking the 10th grade FCAT 2.0 or Florida Comprehensive Assessment Test 2.0 and have appropriate scores (see *Table 1*) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.

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

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

Continued Enrollment for Academic Dual Enrollment

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

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.5 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one-semester grace period if the TCC GPA is below 2.5 or completion is below 75%. High school students are only allowed one grace period.

Continued Enrollment for Career Dual Enrollment

Student eligibility requirements continued enrollment in career certificate dual enrollment courses must include a 2.0 unweighted high school grade point average. Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.0 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Exceptions to the required grade point averages may be granted on an individual student basis if the educational entities agree and the terms of the agreement are contained within the dual enrollment articulation agreement established pursuant to subsection (21).

Early Admission Eligibility

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

Continued Enrollment for Early Admission

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

VI. High School Credit Earned for the passage of Dual Enrollment Courses

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/articulation/pdf/DEList.pdf>. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement.

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

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

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

For 2019-2020, the following courses may be offered for dual enrollment through Godby High School’s Engineering Academy:

Course ID	Course Name	High School Credit Awarded
EGS1111C	Engineering Graphics	0.5 elective credit
EET1084C	Introduction to Electronics (Green)	0.5 elective credit
ETM1010	Mechanical Measurement & Instrumentation	0.5 elective credit
ETI1420C	Manufacturing Processes & Materials (Green)	0.5 elective credit
ETI1110	Quality Assurance	0.5 elective credit
ETI1701	Industrial Safety	0.5 elective credit
ETI1622	Concepts of Lean Manufacturing & Six Sigma	0.5 elective credit
EST1511C	Motors & Controls	0.5 elective credit
ETM2315C	Hydraulics & Pneumatics	0.5 elective credit
ETD1320	Introduction to CAD	0.5 elective credit

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

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

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

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

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

Exceptions to High School Grade Point Averages Terms:

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

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

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

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine continued eligibility. The grace period can only be used once during the student’s high school matriculation.

IX. Registration Procedures for Dual Enrollment

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2nd options. The completed registration form will be given to TCC's Dual Enrollment Advisor who will register the student for courses that are available at the time the form is received.

2019-2020 Deadlines for High Schools:

Due Date	Activity	Responsible Party
June 14 th , 2019 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Summer 2017 B session	High school
July 23 rd , 2019	Last Day to Withdraw a student from Summer 2018 B session (use withdrawal form)	
August 9 th , 2019	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Fall 2019 semester. This includes registration for courses on the high school campus.	
August 26 th , 2019 (Noon)	TCC First Day of Class	
August 30 th , 2019	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
November 5 th , 2019	Last Day to Withdraw a student (use withdrawal form)	
November 8 th , 2019	Deadline to make changes to course offerings at the high school for Spring 2020. Deadline to identify instructors.	High school
December 6 th , 2019	TCC Last Day of Class	
December 6 th , 2019 (Noon)	Deadline for students to submit paperwork for Spring 2020 (applications, test scores, permission to register forms)	
December 16 th , 2019	Deadline to submit grades to TCC	High school
December 18 th , 2019	TCC Transcripts will be delivered to high schools	TCC
January 8 th , 2020	TCC First Day of Class	
January 14 th , 2020	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school

March 9 th , 2020	Deadline to Submit “Course Request for Dual Enrollment” Form for 2017-2018.	High school
March 27 th , 2020	Last Day to Withdraw a student	High school
April 24 th , 2020	TCC Last Day of Class	
May 4 th , 2020	Deadline to submit grades to TCC	High school
May 7 th , 2020	TCC transcripts will be delivered to high schools	TCC

X. Exceptions, if any, to Professional Rules and Guidelines for Instructors teaching Dual Enrollment Courses

There are no exceptions.

XI. Exceptions, if any, to Rules and Guidelines stated in the student handbook which Apply to Faculty Members.

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

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

Meet the qualifications required by TCC as identified in the TCC Faculty Credentials Manual. The qualifications apply to all faculty members regardless of the location of instruction. TCC requires compliance with these qualifications. [Click here to access TCC’s Faculty Credentials Manual](#).

1. Provide TCC with an official copy of the postsecondary transcript.
2. Provide a copy of the current syllabus for each course taught to the discipline chair or department chair of the postsecondary institution before the start of each term. The content of each syllabus must meet the same standards required for all college-level courses offered at TCC and must be approved by the appropriate TCC academic division.

3. Adhere to the professional rules, guidelines, and expectations stated in TCC's adjunct faculty handbook.
4. Adhere to the rules, guidelines, and expectations (which apply to faculty members) that are stated in TCC's student handbook.

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

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

It is the responsibility of each instructor to check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify TCC's dual enrollment coordinator.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6)(d), Florida Statutes.

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

XII. Responsibilities of the School Board Regarding Determination of Student Eligibility before Dual Enrollment Participation and Monitoring of Student Performance while Participating in Dual Enrollment

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

referred to their high school guidance counselors to discuss the eligibility requirements for the program.

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

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

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

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

XIII. Responsibilities of the Florida College System Institution Regarding Transmission of Student Grades in Dual Enrollment Courses to the School Board

TCC will transmit student transcripts to the district office at the end of each semester.

XIV. Responsibilities for Funding that Delineates Costs Incurred by the School Board and TCC

Dual enrollment 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. 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

Per section 1007.271(21)(n)1., 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 2019-2020 is \$71.98. 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 2020 dual enrollment students. TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the fees collected to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. The School Board's payment of tuition to TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and 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 dual enrollment 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 to provide the instruction.

TCC cannot guarantee the availability of instructors for dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment 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 21 business days of TCC's Census date which is normally after the 5th day of class each semester.

A second invoice may be generated for all students who enroll in an express session if that student is not included in the main session invoice.

The school district is responsible for any student who fails to withdraw after the add/drop period.

Before invoicing, each district will need to verify enrollment. Once verification has occurred, there will be no changes to the invoices.

XV. Responsibilities for Student Transportation

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

XVI. Responsibilities for services and resources that are available to students with disabilities

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

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

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

IN WITNESS WHEREOF, the School Board of 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 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

Chair, Tallahassee 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

2019 – 2020 Dual Enrollment Articulation Agreement

Gadsden County Schools and Tallahassee Community College

Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee 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 commence upon signing and shall end July 31, 2020.

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.

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

I. A ratification or modification of all existing articulation agreements

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

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

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

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



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

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

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

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

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

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

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

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

Application Process for New Students

Step 1: Complete [TCC Online Application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

Application Process for Early Admission Students

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Complete the Permission for Early Admission Form with your guidance counselor. [Click here to access the form](#).

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator or you can bring them to your meeting.

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

Step 7: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

Withdrawing from classes and Schedule Changes

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

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC's Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student's schedule, the guidance counselor must submit a written request to TCC's Dual Enrollment Coordinator before the deadline which is published on TCC's dual enrollment website: [Click here for the Course Adjustment Form.](#)

Summer Enrollment

Students are allowed to enroll in summer courses during Summer B session. Enrollment in sessions A, F and C are not allowed.

Graduating high school seniors will not be eligible to participate in dual enrollment during the summer. They will be categorized as degree seeking college students and will have to pay for summer courses.

Maximum Course Loads

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

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

Testing for Dual Enrollment Eligibility

Students will use the P.E.R.T., SAT, and ACT. Reading scores to test for dual enrollment eligibility.

Prior to May 1st, 2017

P.E.R.T.			
Reading	106		ENC 1101
Writing	103		
Mathematics	114-122		MAT 1033
Mathematics	123		MAC 1105, STA 2023, MGF 1106, MGF 1107
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	550	28.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19		ENC 1101
English	17		
Mathematics	19-20		MAT 1033
Mathematics	21		MAC 1105, STA 2023, MGF 1106, MGF 1107

After May 1st, 2017

P.E.R.T.			
Reading	106		ENC 1101
Writing	103		
Mathematics	114-122		MAT 1033
Mathematics	123		MAC 1105, STA 2023, MGF 1106, MGF 1107
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	470	25.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19		ENC 1101
English	17		

Mathematics	19-20	MAT 1033
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107

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

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

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

***As of May 1, 2017, TCC will accepted the updated SAT scores. TCC has adjusted its scores based on the SAT redesign.**

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

<p>The statutory eligibility requirements for academic dual enrollment include: 3.0 unweighted high school GPA and demonstrated readiness for college coursework through scores on a common placement test (as established in State Board of Education Rule 6A-10.0315).</p> <p>TCC defines readiness for college-level coursework as placement into college-level Mathematics <u>and</u> English <u>and</u> Reading.</p> <p>Students who wish to enroll in dual enrollment prior to completing the 10th grade will be required to place into college-level Mathematics <u>and</u> English <u>and</u> Reading in order to be eligible for the dual enrollment program. There are no exceptions to this rule.</p> <p>Students who wish to enroll in dual enrollment after completing the 10th grade school year and have appropriate scores (see <i>Table 1</i>) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.</p> <p>Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through dual enrollment.</p>

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process.

Continued Enrollment for Academic Dual Enrollment

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

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.0 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TCC GPA is below 2.0 or completion is below 75%. High school students are only allowed one grace period.

Early Admission Eligibility

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

Continued Enrollment for Early Admission

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

VI. High School Credit Earned for the passage of Dual Enrollment Courses

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/articulation/pdf/DEList.pdf> . Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement. Other courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for dual enrollment credit and count toward high school graduation, including electives provided these courses are specified in this agreement.

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

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

N/A

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

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

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

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

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

Exceptions to High School Grade Point Averages Terms:

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

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

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

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine continued eligibility. The grace period can only be used once during the student's high school matriculation.

IX. Registration Procedures for Dual Enrollment

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2nd options. The completed registration form will be given to TCC's Dual Enrollment Advisor who will register the student for courses that are available at the time the form is received.

2019-2020 Deadlines for High Schools:

Due Date	Activity	Responsible Party
June 14 th , 2019 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Summer 2017 B session	High school
July 23 rd , 2019	Last Day to Withdraw a student from Summer 2018 B session (use withdrawal form)	
August 9 th , 2019	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Fall 2019 semester. This includes registration for courses on the high school campus.	
August 26 th , 2019 (Noon)	TCC First Day of Class	
August 30 th , 2019	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
November 5 th , 2019	Last Day to Withdraw a student (use withdrawal form)	
November 8 th , 2019	Deadline to make changes to course offerings at the high school for Spring 2020. Deadline to identify instructors.	High school
December 6 th , 2019	TCC Last Day of Class	
December 6 th , 2019 (Noon)	Deadline for students to submit paperwork for Spring 2020	

	(applications, test scores, permission to register forms)	
December 16 th , 2019	Deadline to submit grades to TCC	High school
December 18 th , 2019	TCC Transcripts will be delivered to high schools	TCC
January 8 th , 2020	TCC First Day of Class	
January 14 th , 2020	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
March 9 th , 2020	Deadline to Submit “Course Request for Dual Enrollment” Form for 2017-2018.	High school
March 27 th , 2020	Last Day to Withdraw a student	High school
April 24 th , 2020	TCC Last Day of Class	
May 4 th , 2020	Deadline to submit grades to TCC	High school
May 7 th , 2020	TCC transcripts will be delivered to high schools	TCC

X. Exceptions, if any, to Professional Rules and Guidelines for Instructors teaching Dual Enrollment Courses

There are no exceptions.

XI. Exceptions, if any, to Rules and Guidelines stated in the student handbook which Apply to Faculty Members.

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

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

Meet the qualifications required by TCC as identified in the TCC Faculty Credentials Manual. The qualifications apply to all faculty members regardless of the location of instruction. TCC

requires compliance with these qualifications. [Click here to access TCC's Faculty Credentials Manual.](#)

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

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

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

It is the responsibility of each instructor to check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify TCC's dual enrollment coordinator.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

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

XII. Responsibilities of the School Board Regarding Determination of Student Eligibility before Dual Enrollment Participation and Monitoring of Student Performance while Participating in Dual Enrollment

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

The high school is responsible for making sure that all students who plan to participate in dual enrollment have completed an online TCC application.

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

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

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

XIII. Responsibilities of the Florida College System Institution Regarding Transmission of Student Grades in Dual Enrollment Courses to the School Board

TCC will transmit student transcripts to the district office at the end of each semester.

XIV. Responsibilities for Funding that Delineates Costs Incurred by the School Board and TCC

Dual enrollment 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. 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

Per the 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 2019-2020 is \$71.98. 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 2020 dual enrollment students. TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the fees collected to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. The School Board's payment of tuition to TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and 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 dual enrollment 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 dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment 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 21 business days of TCC's Census date which is normally after the 5th day of class each semester.

A second invoice may be generated for all students who enroll in an express session if that student is not included in the main session invoice.

The school district is responsible for any student who fails to withdraw after the add/drop period. Before invoicing, each district will need to verify enrollment. Once verification has occurred, there will be no changes to the invoices.

XV. Responsibilities for Student Transportation

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

XVI. Responsibilities for services and resources that are available to students with disabilities

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

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

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

IN WITNESS WHEREOF, the School Board of 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 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

Chair, Tallahassee District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, School Board of Directors
Gadsden County School Board

Date

Superintendent, Gadsden County School District

2019 – 2020 Dual Enrollment Articulation Agreement

Liberty County Schools and Tallahassee Community College

Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee Community College, hereinafter referred to as TCC, and the District School Board of Liberty County, hereinafter referred to as the School Board. The term of this agreement shall commence upon signing and shall end July 31, 2020.

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.

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

I. A ratification or modification of all existing articulation agreements

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

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

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

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

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

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

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

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

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

Early Admission Dual Enrollment

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

Career Dual Enrollment

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

For 2019-2020, career dual enrollment through TCC is not available.

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

Application Process for New Students

Step 1: Complete [TCC Online Application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

Application Process for Early Admission Students

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Complete the Permission for Early Admission Form with your guidance counselor. [Click here to access the form](#).

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator or you can bring them to your meeting.

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

Step 7: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

Withdrawing from classes and Schedule Changes

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

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC's Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student's schedule, the guidance counselor must submit a written request to TCC's Dual Enrollment Coordinator before the deadline which is published on TCC's dual enrollment website: [Click here for the Course Adjustment Form.](#)

Summer Enrollment

Students are allowed to enroll in summer courses during Summer B session. Enrollment in sessions A, F and C are not allowed.

Graduating high school seniors will not be eligible to participate in dual enrollment during the summer. They will be categorized as degree seeking college students and will have to pay for summer courses.

Maximum Course Loads

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

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

Testing for Dual Enrollment Eligibility

Students will use the P.E.R.T., SAT, and ACT. Reading scores to test for dual enrollment eligibility.

Prior to May 1st, 2017

P.E.R.T.			
Reading	106		ENC 1101
Writing	103		
Mathematics	114-122		MAT 1033
Mathematics	123		MAC 1105, STA 2023, MGF 1106, MGF 1107
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	550	28.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19		ENC 1101
English	17		
Mathematics	19-20		MAT 1033
Mathematics	21		MAC 1105, STA 2023, MGF 1106, MGF 1107

After May 1st, 2017

P.E.R.T.			
Reading	106		ENC 1101
Writing	103		
Mathematics	114-122		MAT 1033
Mathematics	123		MAC 1105, STA 2023, MGF 1106, MGF 1107
*SAT-I, The College Board			
Reading	440	24	ENC 1101
Writing and Language	N/A	25	ENC 1101
Mathematics	440	24	MAT 1033
Mathematics	470	25.5	MAC 1105, STA 2023, MGF 1106, MGF 1107
Enhanced ACT, American College Testing Program			
Reading	19		ENC 1101
English	17		

Mathematics	19-20	MAT 1033
Mathematics	21	MAC 1105, STA 2023, MGF 1106, MGF 1107

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

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

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

***As of May 1, 2017, TCC will accepted the updated SAT scores. TCC has adjusted its scores based on the SAT redesign.**

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

<p>The statutory eligibility requirements for academic dual enrollment include: 3.0 unweighted high school GPA and demonstrated readiness for college coursework through scores on a common placement test (as established in State Board of Education Rule 6A-10.0315).</p> <p>TCC defines readiness for college-level coursework as placement into college-level Mathematics <u>and</u> English <u>and</u> Reading.</p> <p>Students who wish to enroll in dual enrollment prior to completing the 10th grade will be required to place into college-level Mathematics <u>and</u> English <u>and</u> Reading in order to be eligible for the dual enrollment program. There are no exceptions to this rule.</p> <p>Students who wish to enroll in dual enrollment after completing the 10th grade school year and have appropriate scores (see <i>Table 1</i>) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.</p> <p>Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through dual enrollment.</p>

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process.

Continued Enrollment for Academic Dual Enrollment

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

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.0 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TCC GPA is below 2.0 or completion is below 75%. High school students are only allowed one grace period.

Early Admission Eligibility

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

Continued Enrollment for Early Admission

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

VI. High School Credit Earned for the passage of Dual Enrollment Courses

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement.

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

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

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

N/A

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

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

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

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

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

Exceptions to High School Grade Point Averages Terms:

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

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

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

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine continued eligibility. The grace period can only be used once during the student's high school matriculation.

IX. Registration Procedures for Dual Enrollment

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2nd options. The completed registration form will be given to TCC's Dual Enrollment Advisor who will register the student for courses that are available at the time the form is received.

2019-2020 Deadlines for High Schools:

Due Date	Activity	Responsible Party
June 14 th , 2019 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Summer 2017 B session	High school
July 23 rd , 2019	Last Day to Withdraw a student from Summer 2018 B session (use withdrawal form)	
August 9 th , 2019	Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Fall 2019 semester. This includes registration for courses on the high school campus.	
August 26 th , 2019 (Noon)	TCC First Day of Class	
August 30 th , 2019	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
November 5 th , 2019	Last Day to Withdraw a student (use withdrawal form)	
November 8 th , 2019	Deadline to make changes to course offerings at the high school for Spring 2020. Deadline to identify instructors.	High school

December 6 th , 2019	TCC Last Day of Class	
December 6 th , 2019 (Noon)	Deadline for students to submit paperwork for Spring 2020 (applications, test scores, permission to register forms)	
December 16 th , 2019	Deadline to submit grades to TCC	High school
December 18 th , 2019	TCC Transcripts will be delivered to high schools	TCC
January 8 th , 2020	TCC First Day of Class	
January 14 th , 2020	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
March 9 th , 2020	Deadline to Submit “Course Request for Dual Enrollment” Form for 2017-2018.	High school
March 27 th , 2020	Last Day to Withdraw a student	High school
April 24 th , 2020	TCC Last Day of Class	
May 4 th , 2020	Deadline to submit grades to TCC	High school
May 7 th , 2020	TCC transcripts will be delivered to high schools	TCC

X. Exceptions, if any, to Professional Rules and Guidelines for Instructors teaching Dual Enrollment Courses

There are no exceptions.

XI. Exceptions, if any, to Rules and Guidelines stated in the student handbook which Apply to Faculty Members.

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

Faculty who wish to teach college credit courses that are offered on the high school campuses must complete a [TCC Online Application](#) and all other procedures required by TCC’s Human Resources and Academic Divisions. Applicants must be recommended

for hire by the appropriate Academic Dean/Director. Faculty must also adhere to the following guidelines (Florida Statutes, 1007.271 (5a)):

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

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

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

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

It is the responsibility of each instructor to check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify TCC's dual enrollment coordinator.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

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

XII. Responsibilities of the School Board Regarding Determination of Student Eligibility before Dual Enrollment Participation and Monitoring of Student Performance while Participating in Dual Enrollment

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

The high school is responsible for making sure that all students who plan to participate in dual enrollment have completed an online TCC application.

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

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

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

XIII. Responsibilities of the Florida College System Institution Regarding Transmission of Student Grades in Dual Enrollment Courses to the School Board

TCC will transmit student transcripts to the district office at the end of each semester.

XIV. Responsibilities for Funding that Delineates Costs Incurred by the School Board and TCC

Dual enrollment 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. 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

Per the 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 2019-2020 is \$71.98. 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 2018 dual enrollment students. TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the fees collected to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. The School Board's payment of tuition to TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and 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 dual enrollment 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 dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment 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 21 business days of TCC's Census date which is normally after the 5th day of class each semester.

A second invoice may be generated for all students who enroll in an express session if that student is not included in the main session invoice.

The school district is responsible for any student who fails to withdraw after the add/drop period.

Before invoicing, each district will need to verify enrollment. Once verification has occurred, there will be no changes to the invoices.

XV. Responsibilities for Student Transportation

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

XVI. Responsibilities for services and resources that are available to students with disabilities

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

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

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

IN WITNESS WHEREOF, the School Board of Liberty 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 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

Chair, Tallahassee District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, Liberty County School Board

Date

Superintendent, Liberty County School District



January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Construction Status Report

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 JANUARY 2020

MAIN CAMPUS (SITE 1)

TASK	% COMPLETE	DUE DATE	NOTES
Foundation Classroom Renovation - SM 116	25%	TBD	Underway
Foundation Classroom Renovation – TPP 130	25%	TBD	Underway
Foundation Classroom Renovation – TPP 205	25%	TBD	Underway
Administration Building Glass Wall	100%	TBD	Complete
AMTC Welding Lab	10%	TBD	Permitting & plans review underway. GMP anticipated for February 2020 BOT
Conversion of TESA Locks to C-Cure (Main Campus)	5%	Apr 2020	PO issued
Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Ground 672 Trip Hazards and Replaced 25 sections of Sidewalk
AD bldg. 27 Roof Restoration	5%	April 2020	PO issued
LS bldg.15 Flat Top Roof Restoration	5%	April 2020	PO issued
SPC bldg. 45 Roof Restoration	5%	April 2020	PO issued
RI bldg. 21 Roof Restoration	5%	April 2020	PO issued
SUSTAINABILITY	% COMPLETE	DUE DATE	NOTES
Hydration Stations	Continuous	On-going	Prevented 140,684 Plastic Bottles from going to landfills
Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 1,567,000 Plastic Bags from going to landfills

GADSDEN (SITE 2)

TASK	% COMPLETE	DUE DATE	NOTES
None to report			

FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

TASK	% COMPLETE	DUE DATE	NOTES
DM – Bldg. 9 - Old Dorm roof damage	95%	Jan 2020	Underway
AM – Bldg. 1 - Defensive Tactics roof damage	95%	Jan 2020	Underway

CENTER FOR INNOVATION (SITE 4)

TASK	% COMPLETE	DUE DATE	NOTES
None to report			

GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

TASK	% COMPLETE	DUE DATE	NOTES
None to report			

WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

TASK	% COMPLETE	DUE DATE	NOTES
None to report			

GENERAL NOTES/COMMENTS

FOUNDATION CLASSROOM RENOVATION SUMMARY

Renovated Classroom(s)	Cost to Date
DH 205 - Classroom Renovations	\$42,900.24
EN 116 - Classroom Renovations	\$58,008.03
CH 137 - Classroom Renovations	\$96,381.51
CT 257 - Classroom Renovations	\$90,756.01
CH 245, 246, 247 & 248 - Classroom Renovations	\$72,331.54
CH 254, 255 & 256 - Classroom Renovations	\$60,568.05
CH 259, 258 & 257 - Classroom Renovations	\$60,787.19
CH 260, 261 & 262 - Classroom Renovations	\$69,687.83
HSS 111 - Classroom Renovations	\$44,679.45
SM 116 - Classroom Renovations	\$ 0.00
TPP 130 - Classroom Renovations	\$ 0.00
TPP 205 - Classroom Renovations	\$ 0.00



January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Pre-qualification of Construction Managers Announcement

Item Description

The State Requirements for Educational Facilities (SREF) require the Board to announce its intent to pre-qualify contractors at a public meeting.

Overview and Background

The Trustees approved a process that requires construction managers to meet specific criteria before submitting proposals for TCC renovation, remodeling or construction projects. These criteria are outlined in Section 4.1 of SREF and Florida Statutes Chapter 1013.46.

The District Board of Trustees intends to pre-qualify construction managers on an annual basis for both planned and proposed projects estimated to cost up to \$2,000,000 and included in the annual Capital Improvement Plan (CIP).

After this announcement, the College will make available the pre-qualification packet soliciting Construction managers interested in submitting proposals for College projects. After the evaluation process is complete, a separate Board action will be requested to approve the recommended list of contractors.

Funding/ Financial Implications

The construction projects will be funded from the annual PECO renovation/remodeling funds, TCC funds or approved grant funds.

Past Actions by the Board

The District Board of Trustees approved the list of construction managers for the previous year at the February 18, 2019 meeting.

Recommended Action

Approve the initiation of the process to pre-qualify construction managers for the period of February 20, 2020 through February 19, 2021.

Tallahassee Community College

Request for Proposals (RFP)
For
Construction Manager Services

RFP 2020-03



RFP Due – February 18, 2020 - 1:45 p.m. EST

RFP Opening – February 18, 2020 - 2:00 p.m. EST

<https://www.tcc.fl.edu/about/college/administrative-services/purchasing/>

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GENERAL CONDITIONS

Proposers: To insure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS: The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the conditions specified herein and on the attached proposal documents.

Completed proposal must be submitted in a sealed envelope/box. **Telegraphic (fax, e-mail, telephone, telegraph) proposals will not be accepted.**

1. **EXECUTION OF PROPOSAL:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.
2. **NUMBER OF COPIES:** Proposers must submit four (4) complete sets (one (1) original, three (3) copies along with two (2) electronically on separate USB flash media in PDF format. Information on the USB drives must be identical to the original hard copy submittal with pricing, signatures etc. The proposal with all supporting documentation must be submitted in a sealed envelope/box marked as stated in the Proposal Submission clause. This quantity is **required** so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
4. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
 - Proposer's name
 - Return address
 - RFP number and title
 - Due date and time
5. **DUE DATE AND TIME:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail.

The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any proposal.

Receipt of the proposal in the Purchasing Department after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/box shall result in the rejection of the proposer's proposal.

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College Purchasing Office.

6. **SUPPLIER REGISTRATION REQUIREMENTS:** Proposers who obtain RFQ documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to proposers who receive RFQ documents from other sources.

Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

Prior to the award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference this number on the **Proposal Response Form**. **Example of a Workday Supplier ID is SU 000000123**

If you are not a registered TCC vendor, you will need to complete our online TCC Vendor Application Form and W-9 at:
<http://www.tcc.fl.edu/about/college/administrative-services/purchasing/vendor-information/#>

These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by Purchasing, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Ed Tolliver at tollivee@tcc.fl.edu and include your company name.

7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.
8. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of RFP, such revisions and amendments, if any,

will be announced by an addendum to the RFP. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the RFP may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their RFP. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

9. **CONFLICT OF INTEREST**: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
10. **DISQUALIFICATION**: Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
11. **PROPOSAL WITHDRAWAL**: Proposers may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the proposers.
12. **POSTING OF RESULTS**: Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the proposals were opened on or about February 25, 2020 and will remain posted for a period of 72 hours.

The College will also post all recommended awards and addenda and materials relative to this procurement on the State of Florida's Vendor Bid System (VBS) http://myflorida.com/apps/vbs/vbs_www.main_menu and the College's Purchasing website: <https://www.tcc.fl.edu/about/college/administrative-services/purchasing/solicitation-documents/#> . **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**

PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE: Tallahassee Community College Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TCC Purchasing Office or accessed by going to the TCC Purchasing website using this link:

<https://www.tcc.fl.edu/media/divisions/administrative-services/purchasing/TCC-Bid-Protest-Procedures.pdf>

13. **ADDITIONAL INFORMATION**: No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.
14. **PUBLIC RECORDS**: Upon award or ten (10) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07(3)(t)].
15. **INQUIRIES/INTERPRETATIONS**: All proposers shall carefully examine the RFP documents. Proposers are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any interpretation of or changes to the RFP will be made in the form of a written addendum to the RFP and will be furnished to all proposers.

Such inquiries regarding this RFP must be submitted in writing via email to the College’s Purchasing Director at hinsonb@tcc.fl.edu The College will provide written answers via email to the questions in the form of a written addendum to all proposers who have received the RFP. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFP
16. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened, bidder’s name read and recorded on the date and time specified herein unless changed by addendum pricing will not be read. All proposals received after the specified time will not be considered and will be returned to the proposer. Fax, e-mail, telegraph or telephone proposals will not be accepted. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation committee if required will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
17. **ACCURACY OF PROPOSAL INFORMATION**: Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
18. **ADVERTISING**: In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.

19. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the board for immediate cancellation. Tallahassee Community College reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.

20. **TERMINATION:** If a contract is awarded as a result of this RFP and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate & award a new contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College.

The Supplier will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the Contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the Supplier will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the Supplier shall:

- Stop orders/work on the date and to the extent specified.
- Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
- Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
- Continue and complete all parts of the work that have not been terminated.

21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted Supplier list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Supplier list.

Note: By signing the proposal, the Supplier attests they have not been placed on the convicted Supplier list.

22. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any Supplier who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
23. **DISPUTES & PROTESTS:** In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties
24. **FAMILIARITY WITH LAWS:** All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
25. **EQUAL OPPORTUNITY:** The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The proposer agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
26. **ANTI-DISCRIMINATION:** The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
27. **AFFIRMATION:** By submission of a proposal, the proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **Proposer agrees to abide by all terms, conditions and specifications of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**
28. **RENEWAL:** Renewal Option, __YES NO: If yes, the terms in this RFP will automatically renew for one (1) year increments for up to an additional one year unless terminated, with 30 day's written notice, by either party.
29. **INDEMNIFICATION:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its Trustees, officers, agents,

servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

30. **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.
31. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
32. **SUBMITTAL:** Proposals must be submitted by February 18, 2020 at 1:45 p.m. EST. All sealed proposals will not be opened until then.

Proposal Number: RFP 2020-03

Proposal Opening Date & Time: February 18, 2020 at 2:00 p.m. EST

Proposals Will Be Opened In: MR57 Building

Send Proposal to:

Tallahassee Community College

Purchasing Department

MR57 Building

444 Appleyard Drive

Tallahassee, Florida 32304-2895

GENERAL INFORMATION

Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this RFP.

1. SCHEDULE OF RFP EVENTS:

Date	Time	Description
01/21/20	8:00 AM	Release of RFP to Public, Posted on VBS & TCC Purchasing Website
01/28/20	5:00 PM	Last Day for Written Inquiries and Notice of Intent to Propose
02/04/20	5:00 PM	Anticipated Date that answers to Written Inquiries in the form of an Addendum will be posted on VBS & TCC Purchasing website
02/18/20	1:45 PM	Proposals Due
02/18/20	2:00 PM	Proposal Opening
02/18/20		Anticipated Commencement of Proposal Evaluations
02/25/20	10:00AM	Proposal Evaluations Meeting, Support Services Building Room 106
02/25/20	1:00 PM	Anticipated date that the intended award will be posted
03/23/20	2:30 PM	Staff Recommendation to the Board of Trustees

PROPOSAL SPECIFICATIONS

(SPECIAL CONDITIONS)

1. SCOPE OF SERVICES SOUGHT

A. Background

1. Since 1966, Tallahassee Community College has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With excellent academic support, classroom facilities and Web-based classes, TCC offers a variety of instructional methods to ensure student success.

The College has grown from one building and 698 students in 1966 to become an important provider of post-secondary education within Gadsden, Leon and Wakulla counties with more than 14,000 students. In addition to providing service to the three-county area, the College is the institution of choice for many academically talented students in the state. The College's athletic teams, the Eagles, enjoy a high level of achievement in men's and women's basketball, baseball, and softball.

B. Overview

1. The Tallahassee Community College (College) invites proposals to provide construction management services for Tallahassee Community College in accordance with SREF Section 4.1(5) and Section 287.055, Florida Statutes. The selected firms will provide construction management services for individual projects up to \$2,000,000 for a term of one year, with no renewal options.

C. Statement of Purpose

1. The Request for Proposal (RFP) is issued for the purpose of soliciting proposals from qualified construction management firms to provide construction management services for minor construction, renovation and remodeling projects at all sites of Tallahassee Community College. These projects shall not exceed \$2,000,000 in cost for each individual project requested by the College.
2. TCC intends to select firms for projects on Main Campus and other Leon County locations and for projects in Gadsden and/or Wakulla County locations. The firms must be licensed general contractors in the State of Florida and meet all other requirements as may be required by law.
3. During contract negotiations, a percentage fee for overhead and profit shall be established on a per project basis. The fee shall be established

for the life of the contract. For each specific project for which the Construction Manager (CM) is selected, the CM shall be provided a detailed description of the project scope (including plans and specifications as applicable) and shall be directed to provide a Guaranteed Maximum Price proposal for completing the work.

4. Each specific project shall be assigned to a Campus Services construction management firm based on workload, suitability for specific project types and other appropriate factors.

D. Term of Contract

1. Contract duration

- a. It is anticipated that the initial term of any Contract Agreement resulting from this RFP shall be for one (1) year. This contract may be canceled anytime by either party subject to a thirty (30) day written notice.

b. NOTE:

The effective start date of the contract resulting from this RFP will be for the period of February 20, 2020 – February 19, 2021.

EVALUATION PROCESS

1. EVALUATION METHOD:

1. An Evaluation Committee composed of TCC staff members, selected by the College's Vice President for Administrative Services, will provide the initial evaluation of all responses and make a recommendation which will be in the best interests of the College. The District Board of Trustees shall make the final award(s).
2. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.
3. The evaluation committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

2. NON-RESPONSIVE PROPOSALS:

1. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - Failure to sign the proposal
 - Failure to acknowledge addenda
 - Failure to provide required submittals/documentation/**Mandatory Forms**
 - Submission of a late proposal
 - Proposer does not meet minimum requirements

3. STATEMENT OF QUALIFICATION:

- A. To ensure that all RFP's are fairly evaluated, scored and ranked, it is very important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

1) Proposal Criteria

a. Evaluation Criteria / References

The total amount of points recorded shall be utilized in the evaluation of the written proposal's presentations. The Selection Committee may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.

b. Evaluation Criteria for Written Proposals

The following shows the maximum number of points that may be awarded for each part of the submitted Proposal:

1. Adequacy of-Management Staff (5 points)
Is the firm staffed to conduct operations in a business-like manner?
2. Adequate Technical Staff (10 points)
Does the firm have registered professional personnel in appropriate disciplines?
3. Current and Projected Workload (5 points)
Does the firm's workload appear to be reasonable for its size?
4. Experience in Similar Work (20 points)
Has the firm had adequate experience in postsecondary educational facilities construction management? Provide examples of the firm's PMIS system used in management of multiple projects with dynamic schedule and budget parameters.
5. Current Location (20 points maximum)
Is the firm presently located in a relatively close proximity to the college?
Location: Leon, Wakulla, Gadsden - 20 points
State of Florida - 4 points
All others - 1 point
6. Budget and Cost Control Methods (10 points)
Does the firm have an excellent process and track record in the area of budget and cost control? What are the methods for establishing these items in the early design phase of projects?
7. Quality Control (10 points)
Describe the methods used by the firm to maintain quality control through all phases of the project. For three of ten projects listed under Tab 12, provide specific examples of how these techniques were used.
8. Financial Condition/Fee Structure (10 points)
Is the firm's financial condition satisfactory? What has been the firm's fee schedule for pre-construction, construction, and consulting services?

9. Written References (10 points)
Past performance evaluation from representative clients.
10. Minority Status
Is the firm a certified minority company? Are any of your planned sub-consultants minorities?

Failure to provide information required in this response portion of the RFP packet shall result in a score of zero (0) for that portion of the evaluation.

Mandatory Requirements and Forms:

1. Transmittal Letter with Executive Summary - (Tab 1)
2. Proposer's Business/Corporate Background – (Tab 2)
3. Proposer's Financial Statement - (Tab 3)
4. Staffing and Personnel - (Tab 4)
5. Education Construction Management Experience - (Tab 5)
6. Proposal Response Form - (Tab 6)
7. Proposal Certification Form - (Tab 7)
8. Drug Free Workplace – (Tab 8)
9. Minority, Woman & Veteran Owned Business Declaration – (Tab 9)
10. Addendum Acknowledgement Form - (Tab 10)

Items shown above are required to be submitted with your bid and failure to do so will result in disqualification.

INSURANCE REQUIREMENTS

1. REQUIREMENTS:

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. Minimum Limits:

1. General Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
 - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each person
 - b. Not less than \$500,000 for each incident
 - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

3. The College's Purchasing Director/Risk Manager may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

2. MISREPRESENTATION:

Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

3. GOVERNMENTAL ENTITIES:

In the event the proposer is a governmental entity, different insurance requirements may apply.

INSTRUCTIONS FOR PREPARING PROPOSALS

1. PROPOSAL FORMAT:

A. For ease of evaluation:

1. It is suggested that a 3 - ring binder be used
2. The proposal should be submitted on 8 ½ x 11 paper
3. Portrait Orientation
4. With headings and sections numbered
5. The sections should be separated by using divider tabs for easier reference
6. Ensure all information is typewritten

B. The proposal should be divided by tabs into sections with references to parts of the RFP done on a section-by-section basis.

2. PROPOSAL SUBMITTAL:

1) **Proposal Submission Requirements - Mandatory**

- a. **Tab 1 - Letter of Intent:** This letter will summarize in a brief concise manner that the proposer understands the Scope of Work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length. **Information on the proposed project team identifying each team member**, skills, background, technical achievements and experiences
 - i. **Corporate Information:** If proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying proposer's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida. **All applicants must have a copy of and include in Tab 1 a current State of Florida General Contractor's License.**
 - ii. The proposer shall provide for both the firm and firm's personnel, copies of any and all documents regarding **complaints filed** (civil, criminal and/or regulatory), investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past ten (10) years.

- iii. **Proposer shall also indicate whether firm or firm's personnel have ever been convicted** of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning such findings or other charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall provide copies of all records in this regard and shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

b. Tab 2 – Proposer's Business/Corporate Background - Mandatory

The Proposal shall include a (narrative) synopsis of the Proposer's Business/Corporate background and past education and experience addressing the following requirements and insert under **Tab 2** of this Proposal.

i. **Business/Corporate Background**

The background of the Proposer and each subcontractor (if subcontracting is indicated), which, at a minimum, shall include:

- a) Date established;
- b) Ownership (public company, partnership, subsidiary, etc.);
- c) Primary type of business and number of years conducting primary business;
- d) List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
- e) National accreditations, memberships in professional associations or other similar credentials.
- f) Proof of higher education experience.

- ii. **A list of current contracts.** If voluminous, at least 10 contracts related to the scope of service, shall be listed. The list shall include names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contact or senior official responsible for the Contract.

- iii. **A list of contracts the proposer has provided services under that were terminated or cancelled** prior to original expiration date by any party or for which proposer requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.

- iv. **Summary of any penalties or sanctions** imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state, or other regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposer's entity including work as a partner, joint venture or subcontractor (proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
- v. **Summary of any exemplary or qualitative findings,** recommendations, or other validations, demonstrating operation experience (i.e., specialized accreditations, grant awards, etc.).
- vi. **Statement from Surety:** Attach a letter of intent from a surety company indicating the applicants' ability to be bonded for projects up to \$2,000,000. The surety shall acknowledge that the firm may be bonded for a project of \$2,000,000. The surety company must be licensed to do business in the State of Florida, must have an A.M. Best rating of "A", and a required financial size of "VII". Firms selected shall maintain, during the life of the contract, workman's compensation, contractor's commercial liability coverage, and automobile liability for company vehicles.

Note: The College reserves the right to use all information provided in determining responsibility of Supplier, as well as any other information the College may obtain through any means that bears on the issue of responsibility.

c. Tab 3 – Proposer's Financial Statement – Mandatory

The purpose of this subsection is to provide the College with a basis for determining the proposer's financial strength, competence and experience.

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under Tab 3.

- i. The most recently issued audited financial statement (or if unaudited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant). All statements shall include the following for the most recently audited (immediate past) year:
- ii. auditors' reports;
- iii. balance sheet;
- iv. statement of income;

- v. statement of retained earnings;
- vi. statement of cash flows;
- vii. notes to financial statements; and any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

Failure to provide any of the aforementioned financial information may result in proposal disqualification.

NOTE: The College acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The College also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the College in determining whether the proposer has the financial capability of performing the Contract to be issued pursuant to this RFP.

The proposer **MUST** provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the proposer itself.

All documentation provided will be reviewed by the college and should, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability. The proposer shall include the Financial Statement and insert under **Tab 3** of the Proposal.

d. Tab 4 – Staffing and Personnel – Mandatory

Staffing and Personnel:

The Proposal shall include a consolidated personnel/staffing plan that includes, but is not limited to:

- ✓ Brief job profiles and job descriptions for staff members who will serve this account. Include years with the firm, educational background, past experience, etc.
- ✓ Resumes for the proposed project management team for this account. Also include resumes for the principals of the firm and any other management personnel with responsibility or support functions with this account.

The proposer shall include the Staffing and Personnel and insert under **Tab 4** of the Proposal.

e. Tab 5 – Educational Construction Management Experience – Mandatory

Experience: Provide a minimum of ten (10) references where the firm was the construction manager. These projects should be similar in nature to the type of work for the continuing contracts for TCC. Include contact information for the owner’s project representative, name of project, project budget, completion date, etc.

Quality Control: Describe the methods used by the firm to maintain quality control through all phases of the project. For three of the ten projects listed, clearly identify and provide specific examples of how these techniques were used.

Cost Control: Provide examples of the methods used for cost control for the three detailed examples.

f. Tab 6 - Proposal Response Form – Mandatory

The proposer shall complete and return **the Proposal Response Form** of this RFP and insert under **Tab 6** of the Proposal.

g. Tab 7 – Proposal Certification Form - Mandatory

The proposer shall complete and return **the Proposal Certification Form** of this RFP and insert under **Tab 7** of the Proposal.

h. Tab 8 - Drug-Free Work Place Form – Mandatory

The proposer shall complete and return **Drug-Free Work Place Form** of this RFP and insert under **Tab 8** of the Proposal.

i. Tab 9 – Minority, Woman & Veteran Owned Business Declaration Form – Mandatory

The proposer shall complete and return the **Minority, Woman & Veteran Owned Business Declaration Form** of this RFP and insert under **Tab 9** of the Proposal.

j. Tab 10- Addendum Acknowledge Form – Mandatory

It is **mandatory** that the proposer **complete and return** all **Addendum Acknowledgement Form(s)** for this RFP and insert under **Tab 10** of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an RFP package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website:

<https://www.tcc.fl.edu/about/college/administrative-services/purchasing/solicitation-documents/#>

and the State of Florida's Vendor Bid System (VBS)

http://myflorida.com/apps/vbs/vbs_www.main_menu. Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

PROPOSAL RESPONSE FORM

Proposers are required to complete and submit this form. Proposers must submit one (1) original and four (4) copies of proposal and two (2) electronically on a USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/box marked as noted in the General Conditions of the RFP. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

Company Name: _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____

Company Toll Free Telephone Number: _____

E-Mail Address: _____

Type of Business: ___ Corporation ___ Partnership

 ___ Sole Partnership ___ Joint Venture

Incorporated in State of _____ Date: _____

Number of Years _____

SSN (If Sole Proprietorship or Partnership): Only required if FEIN is not provided

I have submitted the required TCC Supplier application and W9 form online and have obtained my TCC Supplier ID # which is SU _____

.

Name of Company Representative:

Printed _____ Signature _____

Title _____ Date _____

NOTE: Please return to Tallahassee Community College with your proposal.

PROPOSAL CERTIFICATION

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the RFP.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Proposer _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

NOTE: Please return to Tallahassee Community College with your proposal.

DRUG FREE WORKPLACE

Drug-Free Workplace: _____ Yes _____ N/A

If yes, please complete this form.

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies

that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Supplier's Signature

Date

NOTE: Please return to Tallahassee Community College with your proposal.

Minority, Woman & Veteran Owned Business Declaration

Minority/Woman/Veteran Owned Business: Yes _____ N/A _____

If **Yes** please complete the form.

Minority, Woman & Veteran Owned Business Declaration Form

Proposer hereby declares that it is a Minority/Woman/Veteran Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American Hispanic American Native American Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statutes 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) "Small business" means an independently owned and operated business concern that employe 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) "Minority Business Enterprises" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a

minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) “Minority person” means a lawful, permanent resident of Florida who is:
 - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) “Certified minority business enterprise” means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) “Department” means the Department of Management Services.
- (6) “Ombudsman” means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) “Financial institution” means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) “Secretary” means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

NOTE: Please return to Tallahassee Community College with your proposal.



January 21, 2019

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Fund Analysis - December

Item Description

This item is to provide the Board a summary of the College's operating revenues and expenses as of 12/13/2019.

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 months of November and December 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 December 13, 2019**

REVENUE	Budgeted	Received Year to Date	Budgeted Balance
Student Fees	\$ 25,141,465	17,317,785	\$ 7,823,680
State Support	34,179,013	14,904,139	\$ 19,274,874
Federal Support	375,000	215,419	\$ 159,581
Other Revenue	580,000	1,371,699	\$ (791,699)
Non-Revenue Sources	1,567,691	-	\$ 1,567,691
TOTAL REVENUE	\$ 61,843,169	\$ 33,809,042	\$ 28,034,127

EXPENSES	Budgeted	Expended Year to Date	Nov & Dec Expenses	% of YTD Expenses	Prior Year (PY) Budget	PY YTD Expenses	PY % of YTD Expenses
<u>PERSONNEL COSTS</u>							
Administrative	\$ 3,500,735	\$ 1,791,607	\$ 579,771	51%	\$ 3,203,115	\$ 1,713,494	53%
Instructional	12,178,112	6,236,136	\$ 2,033,087	51%	11,071,010	6,596,100	60%
Non-Instructional	16,204,691	8,035,343	\$ 2,640,984	50%	16,740,894	7,806,068	47%
OPS	5,557,476	2,824,219	\$ 1,193,123	51%	5,879,441	2,826,038	48%
Personnel Benefits	10,702,155	4,902,293	\$ 1,629,482	46%	10,372,933	4,891,914	47%
TOTAL PERSONNEL COSTS	\$ 48,143,169	\$ 23,789,599	\$ 8,076,447	49%	\$ 47,267,393	\$ 23,833,614	50%
<u>CURRENT EXPENSES</u>							
Services	\$ 4,843,864	\$ 1,697,528	\$ 538,660	35%	\$ 4,774,375	\$ 2,063,726	43%
Material & Supplies	3,329,612	1,161,149	\$ 224,565	35%	3,341,739	969,728	29%
Other Current Charges	5,276,525	2,165,736	\$ 472,192	41%	5,133,886	2,057,402	40%
TOTAL CURRENT EXPENSES	\$ 13,450,000	\$ 5,024,413	\$ 1,235,416	37%	\$ 13,250,000	\$ 5,090,856	38%
CAPITAL OUTLAY	\$ 250,000	\$ -	\$ -	0%	\$ 700,000	\$ 19,616	3%
TOTAL EXPENSES	\$ 61,843,169	\$ 28,814,011	\$ 9,311,863	47%	\$ 61,217,393	\$ 28,944,086	47%

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

Issued in November/December 2019

Purchase Order	Purchase Order Date	Supplier	Total PO Amount	Description	Approval/Exemption
PO-011492	11/5/2019	Garland/DBS Inc.	243,805.00	Roofing materials and services to repair/restore roof on AD-27 Building	MICPA Contract # 14-5903, Cobb County Board of Commissioners
PO-011515	11/13/2019	Miami Heat Limited Partnership	175,000.00	Advertising & Promotional benefits with Miami Heat	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011516	11/13/2019	Tampa Bay Arena, LP	225,000.00	Advertising & Promotional benefits with Tampa Bay Arena Tampa Bay Lightning	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011517	11/13/2019	Miami Dolphins Ltd.	175,000.00	Advertising & Promotional benefits with Miami Dolphins Ltd.	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011518	11/13/2019	Florida Panthers Hockey Club, Ltd.	175,000.00	Advertising & Promotional benefits with Florida Panthers	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011519	11/14/2019	Marlins Stadium Operator, LLC	175,000.00	Advertising & Promotional benefits with Marlins Stadium Opertaor, LLC	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011520	11/14/2019	Buccaneers Team LLC	100,000.00	Advertising & Promotional benefits with Tampa Bay Buccaneers	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)

Issued in November/December 2019

Purchase Order	Purchase Order Date	Supplier	Total PO Amount	Description	Approval/Exemption
PO-011522	11/14/2019	Daytona International Speedway	100,000.00	Advertising & Promotional benefits with International Speedway Corporation	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011523	11/14/2019	Jackson Jaguars LLC	157,500.00	Advertising & Promotional benefits with Jacksonville Jaguars	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011524	11/14/2019	Orlando Magic d/b/a Orlando Events Center Enterprises, LLC	175,000.00	Advertising & Promotional benefits with Orlando Magic	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011566	11/19/2019	Fox Sports Net Florida Inc.	200,000.00	Advertising & Promotional benefits with Fox Sports Florida/Sun Sports	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011567	11/19/2019	IMG College LLC	120,000.00	Advertising & Promotional benefits with IMG College for University of Miami	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011568	11/19/2019	IMG College LLC	120,000.00	Advertising & Promotional benefits with IMG College for University of Florida	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011569	11/19/2019	Learfield Communications dba IMG College LLC	120,000.00	Advertising & Promotional benefits with IMG College for Florida State University	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)
PO-011572	11/20/2019	Clarity Activation Partners	110,000.00	Advertising & Promotional benefits with Clarity Activation Partners	Exempt per FAC EXEMPTION # 6A-14.0734 (5) (SERVICES OR COMMODITIES AVAILABLE ONLY FROM A SINGLE OR SOLE SOURCE.)

Issued in November/December 2019

Purchase Order	Purchase Order Date	Supplier	Total PO Amount	Description	Approval/Exemption
PO-011617	12/4/2019	Garland/DBS Inc.	101,356.00	Roofing materials and services to repair/restore roof on TCC Building # 45	MICPA Contract # 14-5903, Cobb County Board of Commissioners



January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Oyster Dome Licensing Agreement

Item Description

This item is a request for approval of the Exclusive License Agreement Between TCC and Restord Tech, LLC. This document will provide to Restord Tech a license to develop commercial applications of the oyster reef dome.

Overview and Background

TCC has the assignment of invention of the oyster dome, provided March 26, 2019. This Exclusive License allows Restord Tech, LLC to manufacture, deploy and sell the oyster reef dome. Restord Tech will pay TCC 100% of the net profits until such time the College has fully recouped costs. After initial recovery of costs, Restord Tech agrees to pay TCC 10% of net profits.

Funding/ Financial Implications

Financial implications are to be determined.

Past Actions by the Board

There have been no past actions by the Board. Also presented to the Board at this meeting is the Revenue Sharing Agreement.

Recommended Action

Approve the Exclusive License Agreement between TCC and Restord Tech, LLC.

EXCLUSIVE LICENSE AGREEMENT
BETWEEN TCC AND RESTORD TECH, LLC

This Exclusive License Agreement (this “Agreement”) is entered by and between The District Board of Trustees of Tallahassee Community College (the “Licensor”) and Restord Tech LLC, (the “Licensee”) as of _____ (the “Effective Date”).

RECITALS

WHEREAS, Licensor is the owner of, or has acquired the patent rights to the Oyster Reef Dome, as further described in Appendix A.

WHEREAS, Licensee has the capability of developing commercial applications of the Oyster Reef Dome to which Licensor currently holds the intellectual property rights.

WHEREAS, Licensor is willing to grant a license to Licensee and Licensee desires a license from them.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

SECTION 1: DEFINITIONS

1.1 “Annual Financial Report” means a written account of Licensee’s financial earnings over the calendar year preceding submission of the report. The report will give Licensor access to financial information of Licensee as if they are in a Florida partnership. The Annual Financial Report shall be audited by an independent auditor, at the expense of the Licensee, and provided to the Licensor by March 1 for the preceding calendar year.

1.2 “Exclusive License” means a license to be the sole manufacturer, seller, and distributor of the Oyster Reef Dome and the sole right to sublicense or transfer the license.

1.3 “Licensed Product” means any product or part thereof, on a country-by-country basis, which is covered in whole or in part by the Patent Rights, in any country in which such product is made, used, exported, imported, sold, or manufactured by using a process which is covered in whole or in part by the Patent Rights.

1.4 “Licensed Territory” means worldwide.

1.5 “Net Profits” means the total dollar amount invoiced on sales of Licensed Product by Licensee or by any Sublicensee, less costs of production for the Oyster Reef Domes; costs of surveying and evaluating location prior to installation of Oyster Reef Domes; costs of transport of Oyster Reef Domes to location of installation; costs of installation of Oyster Reef Domes; insurance; taxes; and legal costs.

1.6 “Oyster Reef Dome” means the concrete dome created for the purpose of becoming an artificial oyster reef, as more fully described in the Patent Application, attached as Appendix B.

1.7 “Patent Challenge” means a formal, written challenge, brought in any judicial or administrative governmental forum having jurisdiction over the subject matter, to the validity, patentability, and/or enforceability of any claim or claims of the Patent Rights.

1.8 “Patent Rights” means rights to the patented Oyster Reef Dome, identified in Appendix A.

1.9 “Sublicense” means the agreement to grant to, or the agreement not to assert against, a third party any of the rights granted to Licensee under Section 2. An agreement which is described in this definition is a Sublicense whether or not it is called a “sublicense” and whether or not it is included in a stand-alone document or is part of a broader collaboration, development, or joint venture agreement or arrangement, but shall not include any manufacturing or distribution company or other third party which manufactures or distributes Licensed Product on behalf of Licensee.

1.10 “Sublicensee” means any third party granted a Sublicense.

SECTION 2: GRANT OF LICENSE RIGHTS

2.1 Patent Rights. In return for the payments described in Section 5, Licensor hereby grants to Licensee an exclusive license to use the Oyster Reef Dome in the Licensed Territory to make, have made, use, sell, have sold, import, and export Licensed Products.

2.2 Sublicense Rights.

(a) Licensee may grant written Sublicenses to third parties. However, Licensee shall notify Licensor of the initiation of license negotiations with all potential Sublicensees. Any agreement granting a Sublicense shall state the Sublicense is subject to the terms of this Agreement. Licensee has the same responsibility for the activities of any Sublicensee under any Sublicense as if the activities were directly those of Licensee.

(b) Licensor has right to receive copies of Sublicenses subject to the ability to redact confidential information of the Sublicensee which is not reasonably necessary for Licensor to confirm the compliance of the Sublicense with this Agreement (hereinafter “Redacted Sublicense”). Licensee shall provide Licensor with a final copy of each Redacted Sublicense and will include in each Annual Financial Report submitted to Licensor hereunder, which shall include reporting on development of Licensed Products and payments under the Sublicense agreements.

2.3 Retained Rights. Licensor reserves to itself the right under the Patent Rights to develop, import, and use Licensed Products solely for internal not-for-profit research.

SECTION 3: OBLIGATIONS OF LICENSEE

3.1 Licensee agrees and warrants:

(a) Licensee will prepare and provide Licensor an audited Annual Financial Report after the end of each calendar year, no later than March 1 of each year.

(b) Licensee shall pay Licensor in accordance with a separately executed Revenue Sharing Agreement.

SECTION 4: OBLIGATIONS OF LICENSOR

4.1 Licensor agrees and warrants:

(a) Licensor will give Licensee an Exclusive License to manufacture, deploy, and sell the Oyster Reef Dome and the sole right to sublicense or transfer the License with prior written approval of the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Licensor shall split the Net Profits in accordance with a separately executed Revenue Sharing Agreement.

(c) Licensee will have the right to purchase the patent from Licensor for \$100,000.

SECTION 5: PAYMENTS

5.1 Licensee shall pay Licensor 100 percent of Net Profits until such time as Licensor has fully recouped all direct and indirect costs incurred by Licensor in the development of the Patent Rights.

5.2 Licensee shall pay Licensor 10 percent of Net Profits of Licensed Products for each calendar year as soon as the Net Profits are determined by check. The first payment made once the Net Profits are determined will be to Licensor.

5.3 With respect to Sublicenses granted by Licensee or by a Sublicensee under Section 2.3(a), Licensee shall pay to Licensor an amount equal to what Licensee would have been required to pay had Licensee sold the Licensed Products which are sold by a Sublicensee.

(a) Licensee may not receive from Sublicensees anything of value in lieu of cash payments in consideration for any Sublicense under this Agreement without the express prior written approval of Licensor, which approval Licensor may not unreasonably withhold, condition, or delay.

5.4 Except as otherwise directed, Licensee shall pay all amounts owing to Licensor under this Agreement in United States dollars at the following address:

Attn: Vice President of Administrative Services
Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304

5.5 Based on the financial statement provided by Licensee, Licensor will confirm the amount due to the Licensor. If no payment is due, Licensor should provide a written affirmation of this fact.

5.6 Licensee shall be entitled to deduct from the payments otherwise due to Licensor hereunder the amount of any withholding taxes, value-added taxes or other taxes, levies or charges which may be imposed on Licensee by any government or political subdivision with respect to such payments which are required to be withheld.

SECTION 6: WARRANTIES AND DISCLAIMERS OF LICENSEE

6.1 Licensor represents its employees have assigned their entire right, title, and interest in the Patent Rights which it has authority to grant the rights and licenses set forth in this Agreement. However, nothing in this Agreement is:

(a) a warranty or representation by Licensor of the validity or scope of any right included in the Patent Rights;

(b) a warranty or representation of anything made, used, sold or otherwise disposed of under the license granted in this Agreement does not infringe patents or other rights of third parties;

(c) an obligation to bring or prosecute actions or suits against third parties for infringement of Patent Rights; or

(d) an obligation to furnish services other than those specified in this Agreement.

6.2 Licensor assumes no responsibilities whatsoever with respect to construction, use, sale, transport, installation, or other disposition by licensee or its sublicensees. Neither party shall be liable for any consequential, indirect or special damages arising out of this Agreement or any breach of this Agreement.

SECTION 7: INFRINGEMENT AND INVALIDITY

7.1 Licensee shall inform Licensor, and similarly Licensor shall inform Licensee, promptly in writing of any alleged infringement of the Patent Rights in the Licensed Territory by a third party and of any available evidence of the alleged infringement.

7.2 Licensee may, but is not obligated to, prosecute at its own expense any alleged infringement of the Patent Rights and shall have the first right to do so. Licensee will not prosecute or take any other enforcement-related steps with respect to any such infringements of the Patent Rights except as is provided in Section 7.3. Licensee shall first apply any recovery of damages of

any unreimbursed expenses and legal fees of Licensee relating to the suit and next toward reimbursement of Licensor for any legal fees and unreimbursed expenses born by Licensor. Licensee will keep any remaining balance. Licensee may not enter any settlement, consent judgment, or other voluntary final disposition of the suit without the prior, written consent of Licensor, which consent Licensor may not unreasonably withhold. Licensee shall indemnify Licensor against any order for costs and legal fees which may be made against Licensor in the proceedings.

7.3 If Licensee is unsuccessful in persuading the alleged infringer to desist, has not brought an infringement action against the alleged infringer (unless, and only so long as, Licensee has, as part of its enforcement strategy, reasonable grounds supporting a delay by Licensee in bringing such action against a particular alleged infringer or infringers, and Licensee so notifies Licensor and provided Licensor's rights against such infringer are preserved), or notifies Licensor of its intention not to bring suit against the alleged infringer, then, and in those events only, Licensor may, but is not obligated to, prosecute at its own expense such alleged infringement of the Patent Rights. Licensor may use the name of Licensee as party plaintiff in the infringement action without expense to Licensee. If Licensor undertakes the enforcement of the Patent Rights by litigation, Licensor shall apply any recovery of damages first in satisfaction of any unreimbursed expenses and legal fees of Licensor relating to the suit and next toward reimbursement of Licensee for any legal fees and unreimbursed expenses born by Licensee at Licensor's request. Any remaining balance shall be distributed as Net Profits in accordance with the Revenue Sharing Agreement.

7.4 If Licensee undertakes the enforcement or defense of the Patent Rights by litigation, Licensor may voluntarily join the litigation, represented by its own counsel at its own expense. Licensee shall apply any recovery of damages first in satisfaction of any unreimbursed expenses and legal fees of Licensee relating to the suit and next toward reimbursement of Licensor for any legal fees and unreimbursed expenses.

7.5 In any suit in which either party is involved to enforce or defend the Patent Rights pursuant to this Agreement, the other party shall, at the request and expense of the party initiating the suit, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, and the like.

SECTION 8: ASSIGNABILITY

8.1 This Agreement may not be transferred or assigned by Licensee except with the prior written approval of Licensor, which approval may not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in contravention of this Section 8.1 is void.

- (a) The new assignee shall assume all responsibilities under this Agreement and agree in writing to Licensor to be bound by this Agreement.

8.2 Licensor has the exclusive right to assign its rights under this Agreement to the Tallahassee Community College Foundation, Inc. If such assignment is made, all other material provisions of this Agreement shall remain the same.

SECTION 9: INDEMNIFICATION

9.1 Licensee and Sublicensee(s) shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold The District Board of Trustees of Tallahassee Community College, Licensor, and each of their directors, trustees, officers, employees, agents, and the inventor of the Patent Rights, regardless of whether the inventor is employed by Licensor at the time of the claim, harmless against all claims and liabilities, including legal expenses and reasonable attorneys' fees, arising from a third party claim, arising out of the death of or injury to any person or persons or out of any damage to property and against any other third party claim, proceeding, demand, expense and liability resulting from the development, production, manufacture, sale, use, or lease of Licensed Products; except to the extent such claims result from the gross negligence, willful misconduct or breach of applicable law by any indemnitee. Licensor shall give Licensee prompt notice of any such claim. Notwithstanding the above, Licensor at all times reserves the right to retain counsel of its own to defend the interests of Licensor, The District Board of Trustees of Tallahassee Community College Board of Trustees, Licensor, and the inventor. Licensor shall give Licensee prompt notice of any such claim.

SECTION 10: INSURANCE

10.1 Licensee shall, throughout the term of this Agreement, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in Florida with a Best Rating of B+ or better, standard product liability insurance naming Licensor and its officers, directors, trustees, employees, agents, and shareholders as additional insured parties. Such policy shall provide protection against all claims, demands and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of liability coverage shall be \$1,000,000 with \$200,000 per person, \$300,000 per occurrence. The Licensee must provide a Certificate of Liability insurance as proof of coverage, with the Licensor being named as an additional insured party on the insurance plan. The policy shall provide for thirty (30) days' notice to Licensor from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation or termination thereof. Licensee agrees to furnish Licensor a certificate of insurance evidencing same prior to the Effective Date and in no event shall Licensee manufacture, distribute or sell any Licensed Products prior to receipt by Licensor of such evidence of insurance.

SECTION 11: USE OF NAMES

11.1 Licensee and its Sublicensee(s) may not use the names or logos of Licensor, nor of any of the institution's employees, trustees, agents, or affiliates, except for the name of the inventor of the Oyster Reef Dome, nor any adaptation of those names, in any promotional, advertising or marketing materials or any other form of publicity, or to suggest any endorsement by these entities or individuals, without the prior written approval of Licensor in each case, which approval the Licensor may not unreasonably withhold, condition, or delay.

SECTION 12: MISCELLANEOUS

12.1 Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Florida.

12.2 Independent Contractors. The parties are independent contractors and not joint venturers or partners.

12.3 Integration. This Agreement constitutes the full understanding between the parties with reference to its subject matter, and no statements or agreements by the parties, whether oral or in writing, may modify the terms of this Agreement. Neither party may claim any amendment, modification, or release from any provisions of this Agreement, unless the mutual agreement is in writing and signed by both parties.

12.4 Laws and Regulations. Licensee shall comply with all local, state, federal, and international laws and regulations which are applicable to the development, manufacture, use, and sale of Licensed Products.

12.5 Force Majeure. Neither party is responsible for default, delay, or failure to perform, if such default, delay or failure to perform is due to causes beyond the party's reasonable control, including, but not limited to, acts of God, wars, acts of public enemies, strikes, fires, floods, or other natural disasters beyond the control of the parties, provided the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch when the causes are removed. In the event of a default, delay or failure to perform described in this Section 12.5, any date or times by which either party is scheduled to perform is extended automatically for a time equal to the time lost by reason of the excused default, delay or failure to perform.

12.6 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired.

SECTION 13: NOTICES

13.1 The parties shall provide any notice required to be given pursuant to this Agreement in writing to the addresses listed in this Section 13.1. Notice is effective on the day it is delivered personally with written receipt from an authorized signatory, on the second day after the day on which the notice has been delivered for next day delivery prepaid to a nationally recognized courier service, on the fifth business day following deposit in the United States mail if sent certified or registered mail, (return receipt acknowledgement is not required to certify delivery).

If to Licensor:

If to Licensee:

Attn: Vice President of Administrative Services
Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304

Attn: Robert G. Ballard
3189 Mulberry Park Blvd.
Tallahassee, Florida 32311

SECTION 14: DISPUTE RESOLUTION

14.1 The Parties expressly waive any right to a trial by jury regarding any action, legal or equitable, arising out of this Agreement. Prior to bringing any legal or equitable action in any court of law, the Parties hereby irrevocably consent to mediation in Leon County, Florida. Said mediation shall be conducted within 120 days of a Party providing written notice of said Party's claim(s) and request to mediate. The Parties shall make a good faith effort to agree upon a mediator. To the extent the Parties are unable to agree, the mediator shall be chosen from a list of certified mediators provided by the Florida Bar.

14.2 Venue. The state and federal courts located in Leon County, Florida, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of *forum non conveniens* or otherwise. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

SECTION 15: CONTRACT FORMATION AND AUTHORITY

15.1 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

15.2 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

15.3 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver

of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.

15.4 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

15.5 The submission of this Agreement is not an offer, and this document is effective and binding only upon the execution by duly authorized representatives of both Licensee and Licensor. Copies of this Agreement which have not been executed and delivered by both Licensor and Licensee do not evidence an agreement between the parties.

15.6 Licensor and Licensee hereby warrant and represent the persons signing this Agreement have authority to execute this Agreement on behalf of the party for whom they have signed.

SECTION 16: TERMINATION OF AGREEMENT

16.1 This Agreement shall be terminated by mutual consent of both parties in writing, by the sale of Restord Tech in accordance with Section 4.1(a) of this Agreement, by Licensee's purchase of the patent from the Licensor in accordance with Section 4.1(e) of this Agreement, or by material breach of this Agreement, as described in Section 17.1 (a), with 30 days' notice and time to cure the breach.

(a) Material breach of this Agreement shall be defined as falsification of records; falsification of reports; failure to distribute Net Profits in accordance with the Revenue Sharing Agreement; failure to provide Licensor with Oyster Reef Domes in accordance with Section 3.1(c) of this Agreement, failure to maintain liability insurance in compliance with Section 10 of this Agreement; improper use of Licensor's name or logos or names of Licensor's employees, trustees, agents, or affiliates in violation of Section 11 of this Agreement; any violation of a federal, state, or local law, rule, or permitting requirement; any violation of EPA rules or regulations; any violation of DEP rules or regulations; any violation of federal or state fish and wildlife rules or regulations; or any violation of Department of Labor and OSHA rules or regulations.

The parties have duly executed this Agreement on the dates indicated below.

Restord Tech LLC

The District Board of Trustees of
Tallahassee Community College

/s/ _____

By: /s/ _____

Date:

Date:

Description of the Oyster Reef Dome

The present invention provides for a dome shaped, semi-hemispherical structure designed to be submerged in tidal waters. Preferably, a plurality of such structures are concentrated within a particular area to provide the infrastructure necessary.

Each structure is preferably formed from high-strength concrete, or other material suitable for long term submersion in tidal waters. Each structure includes a plurality of openings through the structure that allow for communication of water between the interior and the exterior of the structure. Preferably, between 5 – 10 openings are provided, and are randomly positioned about the structure.

Each structure further includes a removable oyster seed source holder. Preferably, this seed source holder is a PVC pipe with removable end caps. This PVC pipe is connected to the top portion of the structure and extends into the interior area created by the dome structure. The PVC pipe includes a plurality of openings that allow for fluid communication between the interior of the pipe and interior space of the dome structure. An effective number of live, adult oysters are placed into the pipe and are secured within the pipe by the removable caps.

These oysters then go through a normal spawning process, during which the eggs and sperm that are released are initially within a semi-contained environment. This can increase the efficiency of the spawning process. As oyster larva develop, they require a hard surface for attachment. Once attached, the larva develop into adult oysters. The dome structures provide (on both the interior and exterior of the dome) the hard surface required by oyster larvae. Thus, the dome structures both facilitate efficient spawning and provide the required environment for oyster growth.

In operation, a plurality of dome structures are submerged in near proximity over a designated area in tidal waters. These structures are then provided with live oysters which are allowed to naturally spawn. The resulting larva find attachment on the plurality of dome structures and begin the oyster reef establishment process.

Provisional Patent Application of

Robert Ballard

for

Oyster Dome

CROSS-REFERENCES TO RELATED APPLICATIONS

Not Applicable

STATEMENT REGARDING FEDERALLY SPONSORED RESEARCH OR
DEVELOPMENT

Not Applicable.

MICROFICHE APPENDIX

Not Applicable

BACKGROUND OF THE INVENTION

1. Field of the Invention

This invention relates to the field of submersible structures. Specifically, the present invention is a dome-shaped, semi-hemispherical structure intended to be submerged in tidal waters and seeded with oysters.

2. General Background

Oysters are a species critical to a healthy, clean, and productive aquatic system. Oysters are filter feeders that have the ability to significantly improve water quality. However, oysters require a specific type of habitat to grow and thrive. For a variety of reasons, there recently has been a significant decline in the number of oyster beds in traditional oyster rich areas (like Apalachicola, Florida). Reestablishing oyster beds is challenging due to the nature of the oyster breeding process. Thus, there is a need for a device and system that effectively and efficiently enables the reintroduction of oysters into an aquatic system.

BRIEF SUMMARY OF THE INVENTION

The present invention provides for a dome shaped, semi-hemispherical structure designed to be submerged in tidal waters. Preferably, a plurality of such structures are concentrated within a particular area to provide the infrastructure necessary.

Each structure is preferably formed from high-strength concrete, or other material suitable for long term submersion in tidal waters. Each structure includes a plurality of openings through the structure that allow for communication of water between the

interior and the exterior of the structure. Preferably, between 5 – 10 openings are provided, and are randomly positioned about the structure.

Each structure further includes a removable oyster seed source holder. Preferably, this seed source holder is a PVC pipe with removable end caps. This PVC pipe is connected to the top portion of the structure and extends into the interior area created by the dome structure. The PVC pipe includes a plurality of openings that allow for fluid communication between the interior of the pipe and interior space of the dome structure. An effective number of live, adult oysters are placed into the pipe and are secured within the pipe by the removable caps.

These oysters then go through a normal spawning process, during which the eggs and sperm that are released are initially within a semi-contained environment. This can increase the efficiency of the spawning process. As oyster larva develop, they require a hard surface for attachment. Once attached, the larva develop into adult oysters. The dome structures provide (on both the interior and exterior of the dome) the hard surface required by oyster larvae. Thus, the dome structures both facilitate efficient spawning and provide the required environment for oyster growth.

In operation, a plurality of dome structures are submerged in near proximity over a designated area in tidal waters. These structures are then provided with live oysters which are allowed to naturally spawn. The resulting larva find attachment on the plurality of dome structures and begin the oyster reef establishment process.

DETAILED DESCRIPTION OF THE INVENTION THROUGH THE DRAWINGS

The present invention is also described in the appended specification drawings.



January 21, 2020

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

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

SUBJECT: Revenue Sharing Agreement

Item Description

This item is a request for approval of the Revenue Sharing Agreement Between TCC and Restord Tech, LLC.

Overview and Background

TCC has the assignment of invention of the oyster dome, provided March 26, 2019. The previous board item provided to Restord Tech a license to develop commercial applications of the oyster reef dome. This Revenue Sharing Agreement establishes the financial relationship of Restord Tech, LLC and the College. Restord Tech will pay TCC 100% of the net profits until such time the College has fully recouped costs. After initial recovery of costs, Restord Tech agrees to pay TCC 10% of net profits.

Funding/ Financial Implications

Financial implications are to be determined.

Past Actions by the Board

There have been no past actions by the Board. Also presented to the Board at this meeting is the Exclusive License Agreement.

Recommended Action

Approve the Revenue Sharing Agreement between TCC and Restord Tech, LLC.

REVENUE SHARING AGREEMENT
Tallahassee Community College and Restord Tech LLC

This Revenue Sharing Agreement (the “Agreement”) is entered into as of _____ by and between The District Board of Trustees of Tallahassee Community College (“TCC”), having its principal place of business located at 444 Appleyard Drive, Tallahassee, Florida 32304 and Restord Tech LLC, having its principal place of business located at 3189 Mulberry Park Blvd., Tallahassee, Florida 32311, collectively the “Parties.”

WHEREAS, Restord Tech LLC is a Florida Limited Liability Company, owned by Robert Ballard.

WHEREAS, Robert Ballard is the inventor of the “Oyster Reef Dome,” the patented concrete dome, used for creating an artificial oyster reef, as more fully described in Appendix A.

WHEREAS, Robert Ballard is, and was at the time of invention of the Oyster Reef Dome, an employee of TCC.

WHEREAS, per his employment agreement with TCC, Robert Ballard transferred his rights of the Oyster Reef Dome patent to TCC via transfer agreement, dated March 26, 2019.

WHEREAS, TCC has given Restord Tech, LLC an exclusive license to manufacture, deploy, and sell the Oyster Reef Dome.

WHEREAS, TCC has given Restord Tech, LLC an exclusive license to manufacture, deploy, and sell the Oyster Reef Dome and the sole right to sublicense or transfer the license with prior written approval by Licensor, which approval shall not be unreasonably withheld, conditioned, or delayed.

WHEREAS, the Parties desire to enter into an agreement whereby Restord Tech will pay to TCC 10 percent of the net profits of the Oyster Reef Dome, after costs of production, installation, taxes, insurance, and legal costs (“Net Profits”) due to the efforts of Restord Tech, LLC according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made to the parties hereto, TCC and Restord Tech, LLC covenant and agree as follows:

SECTION 1: REVENUE SHARE

1.1 Restord Tech LLC shall pay TCC 100 percent of Net Profits until such time as TCC has fully recouped all direct and indirect costs incurred by TCC in the development of the Patent Rights.

1.2 Restord Tech LLC shall pay 10 percent of its net profits to TCC annually on March 1 for the preceding calendar year. The percentage shall be split, 30 percent to TCC, 30 percent to the Wakulla Environmental Institute (“WEI”), the TCC aquaculture program, and 40 percent to Robert Ballard.

1.3 All payments shall be in the form of certified check.

SECTION 2: TCC'S REPRESENTATIONS AND WARRANTIES

2.1 TCC represents and warrants to Restord Tech, LLC, with the intent and understanding which Restord Tech, LLC will rely thereon in entering into this Agreement:

(a) it has the legal power, right, capacity and authority to accept, execute and deliver this Agreement and to carry out its obligations under this Agreement;

(b) the statements and information provided in the Revenue Sharing Application are true and accurate in all material respects;

(c) this Agreement is binding upon, and enforceable against, TCC in accordance with its terms;

(d) the undersigned representative of TCC is duly authorized to enter into this Agreement by TCC's Board of Directors;

(e) it has obtained or had the opportunity to obtain the advice of its own financial, legal, tax, and other professional advisors with respect to this Agreement.

SECTION 3: RESTORD TECH, LLC'S REPRESENTATIONS AND WARRANTIES

3.1 Restord Tech, LLC represents and warrants to TCC with the intent and understanding which Restord Tech, LLC will rely thereon in entering into this Agreement:

(a) it has the legal power, right, capacity and authority to accept, execute and deliver this Agreement and to carry out its obligations under this Agreement;

(b) the statements and information provided in the Revenue Sharing Application are true and accurate in all material respects;

(c) this Agreement is binding upon, and enforceable against, Restord Tech, LLC in accordance with its terms;

(d) the undersigned representative of Restord Tech, LLC is duly authorized to enter into this Agreement;

(e) it has obtained or had the opportunity to obtain the advice of its own financial, legal, tax, and other professional advisors with respect to this Agreement.

SECTION 4: INDEPENDENT CONTRACTOR

4.1 The Parties shall be considered independent contractors and not agents or employees of the other Party. A Party shall not have authority to make any statements, representations, or

commitments of any kind, and shall not take any action which shall be binding on the other Party, except as expressly provided for herein or authorized by the Parties in writing.

SECTION 5: INDEMNITY

5.1 Restord Tech, LLC will indemnify and save harmless TCC, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses which TCC may sustain, incur, suffer or be put to by reason of any act or omission of Restord Tech, LLC or by any servant, employee, affiliate, or agent of Restord Tech, LLC in relation to the performance or non-performance of Restord Tech's obligations under this Agreement or breaches of the Warranties and Representations of Restord Tech under Section 2.

SECTION 6: APPROPRIATION

6.1 Appropriation of net profits of Restord Tech will be allocated on an annual basis on March 1 for the preceding calendar year unless otherwise agreed upon in writing by the parties.

SECTION 7: DISPUTE RESOLUTION

7.1 If a dispute arises between TCC and Restord Tech, LLC regarding any aspect of this Agreement, the individuals identified under section 10.2 will meet as soon as is practicable to resolve the dispute.

SECTION 8: CONFIDENTIALITY

8.1 Restord Tech, LLC shall not, in any fashion, form, or manner, either directly or indirectly:

(a) Disclose or communicate to any party information relating to TCC's business (the "Confidential Information");

(b) Duplicate any Confidential Information;

(c) Use any Confidential Information other than solely for the benefit of TCC;

(d) Assist a third party in using any Confidential Information in any manner not solely for the benefit of TCC;

(e) If Restord Tech, LLC has questions regarding the application of Chapter 119, Florida Statutes, related to the duty to provide public records relating to this Agreement, TCC's Custodian of Public Records should be contacted at Tallahassee Community College, 444 Appleyard Drive, Tallahassee, Florida 32304 or publicrecords@tcc.fl.edu;

(f) Restord Tech, LLC acknowledges TCC cannot and will not provide legal advice or business advice to Restord Tech, LLC with respect to its obligations pursuant to this section related to public records. Restord Tech, LLC further acknowledges it will not rely on TCC or its counsel to provide such business or legal advice, and Restord Tech, LLC has been advised to seek

professional advice with regard to public records matters addressed by this Agreement. Restord Tech, LLC acknowledges its failure to comply with Florida Law and this Agreement with respect to public records shall constitute a material breach of this Agreement and grounds for termination.

(g) In the event Restord Tech, LLC is exposed to any TCC or student non-public personal information (“NPPI”) while performing services hereunder, Restord Tech, LLC agrees to maintain the confidentiality of and protect such NPPI in accordance with the Fair Credit Reporting Act, the Health Insurance Portability and Accountability Act (“HIPPA”), FERPA, Florida Public Records Act, Chapter 119, Florida Statutes, and any other provision of Florida law which requires the protection and non-disclosure of NPPI, and all other regulations applicable to the services being performed hereunder. Restord Tech, LLC shall maintain information security policies for NPPI, consistent with prevailing United States Industry standards.

(h) Unless otherwise required by this Agreement, TCC will use its best effort to prevent Restord Tech, LLC from receiving student data or NPPI which Restord Tech, LLC does not need in order to satisfy the duties of the Parties under this Agreement.

SECTION 9: GENERAL PROVISIONS

9.1 This Agreement shall be governed and construed in accordance with the internal laws of the State of Florida, and venue for all claims or other causes of action arising out of this Agreement is Leon County, Florida.

9.2 This Agreement and any amendments to it, made in accordance with Section 13.1, constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, unless otherwise agreed in writing by the Parties.

9.3 There will be no presumption any ambiguity in any of the terms of this Agreement should be interpreted in favor of either TCC or Restord Tech, LLC.

9.4 If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.

9.5 All funds are in US dollars.

9.6 This Agreement may be entered into by TCC and Restord Tech, LLC signing a separate copy of the Agreement (including a photocopy or facsimile copy) and delivering it to the other TCC and Restord Tech, LLC by facsimile or digital transmission.

9.7 This Agreement will not limit the positions TCC and/or Restord Tech, LLC may take in future negotiations or court actions.

SECTION 10: NOTICE

10.1 Any notice or other communication which is required to be given or TCC wishes to give to Restord Tech, LLC or which is required to be given or Restord Tech, LLC wishes to give to TCC with respect to this Agreement will be in writing.

10.2 A notice or communication must be delivered, mailed or sent by facsimile to the intended recipient at the address below:

**The District Board of Trustees of
Tallahassee Community College
Attn. Vice President of Administrative Services**
444 Appleyard Drive
Tallahassee, Florida 32304
Telephone: _____
Facsimile: _____

**Restord Tech, LLC
Robert Ballard**
3189 Mulberry Park Blvd.
Tallahassee, Florida 32311
Telephone: _____
Facsimile: _____

SECTION 11: TERM AND TERMINATION

11.1 This Agreement takes effect on execution.

11.2. This Agreement shall terminate upon termination of the Exclusive License Agreement Between TCC and Restored Tech, LLC.

SECTION 12: AMENDMENT

12.1 Any amendments to this Agreement must be in writing and executed by the Parties.

Section 13: Entire Agreement

13.1 This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

IN WITNESS WHEREOF, each of the Parties has executed this Revenue Sharing Agreement, each Party by its duly authorized officer, as of the day and year set forth below.

Restord Tech LLC

The District Board of Trustees of
Tallahassee Community College

/s/

By: /s/

Date:

Date:

Description of the Oyster Reef Dome

The present invention provides for a dome shaped, semi-hemispherical structure designed to be submerged in tidal waters. Preferably, a plurality of such structures are concentrated within a particular area to provide the infrastructure necessary.

Each structure is preferably formed from high-strength concrete, or other material suitable for long term submersion in tidal waters. Each structure includes a plurality of openings through the structure that allow for communication of water between the interior and the exterior of the structure. Preferably, between 5 – 10 openings are provided, and are randomly positioned about the structure.

Each structure further includes a removable oyster seed source holder. Preferably, this seed source holder is a PVC pipe with removable end caps. This PVC pipe is connected to the top portion of the structure and extends into the interior area created by the dome structure. The PVC pipe includes a plurality of openings that allow for fluid communication between the interior of the pipe and interior space of the dome structure. An effective number of live, adult oysters are placed into the pipe and are secured within the pipe by the removable caps.

These oysters then go through a normal spawning process, during which the eggs and sperm that are released are initially within a semi-contained environment. This can increase the efficiency of the spawning process. As oyster larva develop, they require a hard surface for attachment. Once attached, the larva develop into adult oysters. The dome structures provide (on both the interior and exterior of the dome) the hard surface required by oyster larvae. Thus, the dome structures both facilitate efficient spawning and provide the required environment for oyster growth.

In operation, a plurality of dome structures are submerged in near proximity over a designated area in tidal waters. These structures are then provided with live oysters which are allowed to naturally spawn. The resulting larva find attachment on the plurality of dome structures and begin the oyster reef establishment process.