

**FLORIDA KEYS COMMUNITY COLLEGE
DISTRICT BOARD OF TRUSTEES
REGULAR MEETING
September 30, 2009
5 PM
Key Largo
A G E N D A**

- I. CALL TO ORDER**
- II. PLEDGE TO THE FLAG**
- III. ADOPTION AND ADDITION TO THE AGENDA**
- IV. APPROVAL OF MINUTES of meeting held August 5, 2009.**
- V. CONSENT AGENDA**
 - A. Continuing Workforce Ed. Fees **Attachment #1**
 - B. Financial Statements – June/July 2009 **Attachment #2**
- VI. PRESIDENT’S HIGHLIGHTS**
- VII. DISTRICT BOARD OF TRUSTEES**
 - PRESIDENT**
 - A. Faculty Council Report
 - ATTORNEY**
 - A. **Board Rule Changes**
 - Public Records Access BR2.140 **Attachment #3**
 - Grievance Procedure BR5.540 **Attachment #4**
 - Harassment BR5.510 **Attachment #5**
 - Board of Trustees Meeting BR 1.330 **Attachment #6**
 - B. Presidential Search
- VIII. HUMAN RESOURCES**
 - A. Personnel Actions **Attachment #7**
- IX. ADMINISTRATIVE & BUSINESS SERVICES**
 - A. Intent to Negotiate Student Housing **Attachment #8**
 - B. Dredge Contract for Discussion **Attachment #9**
- X. INSTRUCTIONAL SERVICES**
 - A. Island Christian School Articulation Agreement **Attachment #10**
 - B. IAA DE Agreement with MCSD **Attachment #11**
 - C. SAC’s Presentation – Erika MacWilliams **Attachment #12**
- XI. GOOD OF THE ORDER**
 - A. Public Input
 - Next Meeting held October 26, 2009.**

PROPOSED BOARD ACTION

To approve the course fees for upcoming Continuing Education course offerings.

AUTHORITY FOR ACTION

Recommend approval from the Florida Keys Community College Board for the attached course fees for upcoming courses.

BACKGROUND INFORMATION

The office of Workforce Development and Community Outreach promotes life-long learning by extending the resources of Florida Keys Community College. Self-supporting programs will build on the strengths and expertise of Florida Keys Community College faculty, adjunct staff and community subject matter specialists. The office of Workforce Development and Community Outreach develops and offer non-credit continuing education offerings that are responsive to the professional/career development and personal enrichment needs of individuals as well as business and industry.

Continuing Education Price Summary

BoardPriceSummary		
Course Name	Course #	Tuition
Power Point 2007 Fundamentals	MSO0920	\$125.00
STCW	STC0200	\$476.68
Bigfoot: Myth and Meaning	CPZ0109	\$200.00
Actor's Practicum	ACT0201	\$200.00
Basic Parapsychology	BPP0101	\$200.00
Quickbooks 2009	QKB0902	\$150.00
SAT/ACT Test Preparation	SAT0100	\$125.00
Recycled Art	RCA0200	\$400.00
Bravo! Survival Italian and the Culture	BSI0100	\$153.72
Intermediate Conversational Spanish for Beginners	SPB0107	\$168.80
Conversational Spanish for Beginners	SPB0106	\$168.80
Applied Voice, Individual Lessons	APV0201	\$300.00
Survival Spanish	SPB0102	\$153.72
Mixed Community Chorus	MCC0201	\$195.00
Massage Basics	MSG0107	\$150.00
Introduction to Personal Computers	IPC0900	\$66.22
Excel 2007 Intermediate	MSO0931	\$125.00
Dreamweaver 8 Advanced	DWB0901	\$139.00
Word 2007 Fundamentals	MSO0910	\$125.00
Excel 2007 Fundamentals	MSO0930	\$125.00
Dreamweaver 8 Fundamentals	DWB0902	\$139.00
Word 2007 Intermediate	MSO0911	\$125.00
Access 2007 Intermediate	MSO0941	\$125.00
Dreamweaver 8 Advanced	DWB0901	\$139.00
Florida Paleontology	PAL0100	\$200.00
Cryptozoology	CPZ0100	\$200.00
Digital Photography 1 & 2 All Inclusive	IDP0105	\$100.00
Sanctuary Science Lecture Series	FKN0203	\$12.00
ESL: English for Absolute Beginners, Part 2	EAS0214	\$155.00
ESL: English for Absolute Beginners, Part 2	EAS0214	\$155.00
Intermediate and Advanced Violin, Viola, Cello and String Bass for Youths	VIO0240	\$175.00
Intermediate and Advanced Violin, Viola, Cello and String Bass for Adults	VIO0250	\$125.00
ESL: Basics Level 1 Part 1	EAS0203	\$155.00
ESL: Basics Level 2 Part 1	EAS0207	\$155.00
ESL: Basics Level 1 Part 2	EAS0204	\$155.00
Survival Spanish	SPB0102	\$153.72
Introduction to Ceramics	CER0010	\$160.00
Pharmacy Technician Cert Prgm	PTC0300	\$999.00
Digital Photography 1 & 2 All Inclusive	IDP0105	\$100.00
W&L Eng: Absolute Beginners Part 1	EAB0203	\$0.00
W&L Eng: Intermediate Level 3 Part 1	EAS0243	\$0.00
W&L Eng: Advanced Level 2 Part 1	EAS0217	\$0.00
W&L Eng: Advanced Conversation Part 1	EAS0256	\$0.00
W&L Eng: Basics Level 2 Part 2	EAS0232	\$0.00
W&L Eng: Basics Level 4 Part 2	EAS0236	\$0.00

Continuing Education Price Summary

BoardPriceSummary		
Course Name	Course #	Tuition
W&L Eng: Absolute Beginners Part 2	EAB0204	\$0.00
W&L Eng: Intermediate Level 3 Part 2	EAS0244	\$0.00
W&L Eng: Advanced Level 2 Part 2	EAS0218	\$0.00
W&L Eng: Advanced Conversation Part 2	EAS0257	\$0.00
W&L Eng: Basics Level 1 Part 2	EAS0202	\$0.00
ESL: Reading, Writing, Grammar Review	EAS0255	\$155.00
Managing Your Credit Score and Your Credit	MYC0400	\$50.00
Word 2007 Fundamentals	MSO0910	\$125.00
Excel 2007 Fundamentals	MSO0930	\$125.00
Surviving Death: Dealing with Grief	SDD0200	\$150.00
Learn to Crochet	LTC0100	\$35.00
Learn to Crochet	LTC0100	\$35.00
Creating Special Effects and Textures with Watercolors	CSE0100	\$35.00
Watercolor Painting in Monochrome-A Workshop on Values	WPM0100	\$50.00
Creating Depth and Distance in Your Artwork	CDD0100	\$35.00
Creating Light and Shadows in Your Artwork	CLS0100	\$35.00
Shibori	SHI0100	\$20.00
How to Draw the Human Face	DRW0105	\$25.00
Color Theory for Painting	WCP0100	\$35.00
Reading Writing Grammar Review, ESL Part 1	EAS0254	\$155.00
Reading Writing Grammar Review ESL Part 2	EAS0255	\$155.00
Medical Coding and Billing	MDC0300	\$1,499.00
Phlebotomy Technician	PBT0300	\$1,599.00
Beginnings in Polymer Clay	BPC0100	\$90.43
Beginning Voice, Individual Lessons	BGV0200	\$300.00
Macrame Part 1	MCR0100	\$35.00
Macrame Part 2	MCR0101	\$35.00
Introduction to Watercolor Painting, Part 1	IWP0100	\$35.00
Introduction to Watercolor Painting, Part 2	IWP0101	\$35.00
Introduction to Watercolor Painting, Part 3	IWP0102	\$50.00
Creating Special Effects and Textures with Watercolors	CSE0100	\$35.00
Creating Depth and Distance in Your Artwork	CDD0100	\$35.00
Creating Light and Shadows in Your Artwork	CLS0100	\$35.00
Copying a Picture Using the Easy Draw Method	EDM0100	\$35.00
Color Theory for Painting	WCP0100	\$35.00
Ocean Operator's License Prep Course	OOC0201	\$612.30
Food Safety Manager	FHP0100	\$64.59
French Conversation	FFF0103	\$140.00
Photoshop for Beginners: Edit Digital Photos	PSH0100	\$175.00
Understanding Composition to Create a Better Painting	WCP0101	\$35.00

Catherine Torres

Submitted by Catherine Torres

Director of Workforce Development and Community Outreach

PROPOSED BOARD ACTION

Florida Keys Community College respectfully requests that the Florida Keys Community College District Board of Trustees approve the Financials for May 2009.

AUTHORITY FOR ACTION

Florida State Board of Education: Rule 6A-14.0716 (Community College Budgets)

BACKGROUND INFORMATION

Part of our monthly procedures is to review the financials from the previous month for Florida Keys Community College District Board of Trustees approval.

MEMO

Date: September 2, 2009

To: Kim Bassett, Antoinette Martin, Anne O'Bannon, Edwin Scales and Spencer Slate

Cc: Jill Landesberg-Boyle

From: John J. Kehoe, Ph.D.

Re: Board of Trustees Monthly Financial Report for June 2009

The two monthly statements presented herein include the:

- ***Revenue and Expense Statement*** – A comparison of budgeted and actual year-to-date amounts for the current and prior fiscal year.
- ***Balance Sheet*** – A comparison of actual year-to date asset, liability and fund balance accounts for the current and prior fiscal year.

The following highlights should be noted:

- **REVENUE**
 - Student revenues ended the year at 5% over the budgeted amount.
 - Total revenue ended the year at 98% of the budgeted total revenue. A major contributor of this shortage was caused by state funding cuts mid-year.

**FLORIDA KEYS COMMUNITY COLLEGE
REVENUE AND EXPENSE STATEMENT
CURRENT FUND UNRESTRICTED(CFU) AND AUXILIARY FUND
Board of Trustees Report
JUNE 2009**

	<u>ANNUAL BUDGET</u>		<u>ACTUAL YEAR-TO-DATE</u>		<u>ACTUAL YEAR-TO-DATE</u>
	<u>FY 2008-2009</u>	<u>FY 2007-2008</u>	<u>FY 2008-2009</u>	<u>FY 2007-2008</u>	<u>FY09 COMPARED TO FY08</u>
REVENUE:					
STUDENT FEES*	\$2,559,428	\$1,997,211	\$2,687,022	\$2,286,950	17.5%
STATE FUNDING:					
COMMUNITY COLLEGE PROGRAM FUND	5,482,319	5,883,854	5,263,026	5,697,845	-7.6%
LOTTERY	706,976	653,728	678,697	630,147	N/A
SUB-TOTAL	6,189,295	6,537,582	5,941,723	6,327,992	-6.1%
MISCELLANEOUS	-	-	-	2,062	N/A
TOTAL STATE FUNDING	6,189,295	6,537,582	5,941,723	6,330,054	-6.1%
TRANSFERS	17,200	14,500	2,548	29,519	-91.4%
OTHER	242,600	165,600	193,083	205,884	-6.2%
SUB-TOTAL CURRENT FUND	<u>9,008,523</u>	<u>8,714,893</u>	<u>8,824,376</u>	<u>8,852,407</u>	<u>-0.3%</u>
AUXILIARY	20,000	20,000	29,910	23,108	29.4%
TOTAL REVENUE	<u>9,028,523</u>	<u>8,734,893</u>	<u>8,854,286</u>	<u>8,875,515</u>	<u>-0.2%</u>
FUND BALANCE (AS OF JULY 1)	491,118	777,472	491,118	777,472	-36.8%
TOTAL FUNDS AVAILABLE	<u>\$ 9,519,641</u>	<u>\$ 9,512,365</u>	<u>\$ 9,345,404</u>	<u>\$ 9,652,987</u>	<u>-3.2%</u>
EXPENSES:					
PERSONNEL	6,330,182	6,390,208	6,262,163	6,321,037	-0.9%
CURRENT	2,385,393	2,260,487	2,556,016	2,452,548	4.2%
CAPITAL	78,385	64,198	47,661	123,591	N/A
CONTINGENCY	214,563	-	-	-	N/A
SUB-TOTAL CURRENT FUND	<u>9,008,523</u>	<u>8,714,893</u>	<u>8,865,840</u>	<u>8,897,176</u>	<u>-0.4%</u>
AUXILIARY	20,000	18,000	31,563	33,078	-4.6%
TOTAL EXPENSE	<u>\$ 9,028,523</u>	<u>\$ 8,732,893</u>	<u>\$ 8,897,403</u>	<u>\$ 8,930,254</u>	<u>-0.4%</u>
INCREASE/(DECREASE) IN NET ASSETS	<u>\$ -</u>	<u>\$ 2,000</u>	<u>\$ (43,117)</u>	<u>\$ (54,739)</u>	

**FLORIDA KEYS COMMUNITY COLLEGE
REVENUE AND EXPENSE STATEMENT
CURRENT FUND UNRESTRICTED ONLY
Board of Trustees Report
JUNE 2009**

	BOARD APPROVED APPROVED BUDGET <u>FY 2008-2009</u>	ADJUSTED BUDGET <u>FY 2008-2009</u>	YEAR-TO-DATE ACTUAL <u>FY 2008-2009</u>	ACTUAL YEAR-TO-DATE COMPARED TO ADJUSTED BUDGET
REVENUE:				
STUDENT FEES*	\$2,559,428	\$2,559,428	\$2,687,022	105.0%
STATE FUNDING:				
COMMUNITY COLLEGE PROGRAM FUND	5,482,319	5,482,319	5,263,026	96.0%
LOTTERY	706,976	706,976	678,697	N/A
SUB-TOTAL	6,189,295	6,189,295	5,941,723	96.0%
MISCELLANEOUS	-	-	-	N/A
TOTAL STATE FUNDING	6,189,295	6,189,295	5,941,723	96.0%
TRANSFERS	17,200	17,200	2,548	14.8%
OTHER	242,600	242,600	193,083	79.6%
TOTAL REVENUE	<u>9,008,523</u>	<u>9,008,523</u>	<u>8,824,376</u>	<u>98.0%</u>
FUND BALANCE (AS OF JULY 1)	491,118	491,118	491,118	100.0%
TOTAL FUNDS AVAILABLE	<u>\$ 9,499,641</u>	<u>\$ 9,499,641</u>	<u>\$ 9,315,494</u>	<u>98.1%</u>
EXPENSES:				
PERSONNEL	6,330,182	6,330,182	6,262,163	98.9%
CURRENT	2,385,393	2,385,393	2,556,016	107.2%
CAPITAL	78,385	78,385	47,661	60.8%
CONTINGENCY	214,563	214,563	-	0.0%
TRANSFERS	-	-	-	N/A
TOTAL EXPENSE	<u>\$ 9,008,523</u>	<u>\$ 9,008,523</u>	<u>\$ 8,865,840</u>	<u>98.4%</u>
INCREASE/(DECREASE) IN NET ASSETS	<u>\$ -</u>	<u>\$ 0</u>	<u>\$ (41,464)</u>	
FUND BALANCE %				
FUND BALANCE	\$ 491,118	\$ 491,118		

**FLORIDA KEYS COMMUNITY COLLEGE
BALANCE SHEET
CURRENT FUND UNRESTRICTED (CFU)
Board of Trustees Report
JUNE 2009**

	June 30, 2009	June 30, 2008
<u>ASSETS:</u>		
CASH ON HAND AND IN BANK	\$103,486	\$100,435
INVESTMENTS	384,134	386,132
GENERAL APPROPRIATIONS RECEIVABLE	219,293	-
LOTTERY APPROPRIATION RECEIVABLE	28,279	-
TOTAL DUE FROM STATE OF FLORIDA	247,572	-
ACCOUNTS RECEIVABLE/PREPAID EXPENSES	210,608	151,833
TOTAL ASSETS	\$945,799	\$638,400
<u>LIABILITIES & FUND BALANCES</u>		
<u>LIABILITIES:</u>		
ACCOUNTS PAYABLE	\$118,376	\$147,282
ACCRUED COMPENSATED LEAVE	520,515	432,804
TOTAL LIABILITIES	638,891	580,086
<u>FUND BALANCES:</u>		
ENCUMBERED FUNDS	5,775	-
UNENCUMBERED FUNDS	821,648	491,118
SUB-TOTAL FUND BALANCES	827,423	491,118
AMOUNT EXPECTED TO FINANCED IN FUTURE	(520,515)	(432,804)
TOTAL FUND BALANCES	306,908	58,314
TOTAL LIABILITIES & FUND BALANCES	\$945,799	\$638,400

SUMMARY OF DISBURSEMENTS
BOARD OF TRUSTEES REPORT
JUNE 2009

Total Check's for June 2009

Operating Account	Amount	Check #'s
	\$538,627.15	89374 - 89761
Payroll Account	\$53,615.37	212252 - 212337
Grand Total	\$592,242.52	

Voided Check's for June 2009

Vendor	Amount	Voided Check #'s	Reason for Void
Ms Debra M. Allish	\$40.00	85577	Check Lost in Mail, Check was Reissued
Victoria L. Steele	\$20.00	86210	Moved to Abandoned Property
Harmony L. Lazore	\$11.00	86261	Moved to Abandoned Property
John N. Moore IV	\$20.00	86312	Check Lost in Mail, Check was Reissued
David P. Lewin	\$248.43	86404	Check Lost in Mail, Check was Reissued
Kaley E. Green	\$84.81	86468	Check Lost in Mail, Check was Reissued
Steven Goldsmith	\$635.00	86538	Check Lost in Mail, Check was Reissued
Andrea Scepkova	\$20.00	86553	Moved to Abandoned Property
James O. Keel	\$66.95	86568	Moved to Abandoned Property
Tommy Lee	\$20.00	86570	Moved to Abandoned Property
Guzel Magazova	\$45.00	86572	Check Lost in Mail, Check was Reissued
Emilio J. Cabrera	\$20.00	86581	Check Lost in Mail, Check was Reissued
Desanta L. Carey	\$412.61	86623	Financial Aid Adjusted
Kim K. Gladding	\$7.76	86640	Moved to Abandoned Property
Ryan P. Eid	\$269.43	86702	Check Lost in Mail, Check was Reissued
Alexandra D. Batey	\$5.00	86712	Check Lost in Mail, Check was Reissued
Claire A. Dolan-Heitlinger	\$200.00	86834	Check Lost in Mail, Check was Reissued
James M. Mechalske	\$30.00	86839	Moved to Abandoned Property
Tara M. Diaz	\$112.67	86874	Moved to Abandoned Property
Gina M. Deno	\$30.00	86926	Check Lost in Mail, Check was Reissued
Lauren P. McAloon	\$38.28	87205	Check Lost in Mail, Check was Reissued
Christopher W. Ergan	\$20.00	87339	Check Lost in Mail, Check was Reissued
Harrison Kelly	\$283.47	87348	Check Lost in Mail, Check was Reissued
Andrew Hoffman	\$9.97	87435	Check Lost in Mail, Check was Reissued
Misol A. Alfonso	\$673.03	87472	Financial Aid Adjusted
Melissa A. Baldwin	\$112.55	87483	Check Lost in Mail, Check was Reissued
Michael L. Hines	\$0.57	87575	Check Processed Incorrectly
Ralph Kwiecinski	\$383.96	87601	Moved to Abandoned Property
Julio A. Martinez	\$1,732.01	87614	Financial Aid Adjusted
Joint Interagency Task Force South	\$119.00	87719	Check Lost in Mail, Check was Reissued
Ashley E. Jackson	\$30.00	87789	Check Lost in Mail
Jared A. Lowe	\$30.00	87791	Check Lost in Mail, Check was Reissued
Rober J. Ochoa	\$90.00	88010	Moved to Abandoned Property
Lenis C. Rojas	\$39.49	88927	Check Processed Incorrectly
Jennifer L. Dibell	\$823.10	89200	Financial Aid Adjusted
Department of Veterans Affairs	\$150.00	89296	Check Processed Incorrectly
Steven K. Carter	\$480.52	89308	Check Processed Incorrectly
Van Scoyoc Associates	\$5,000.00	89439	Check Processed Incorrectly
Brandi P. Allen	\$1,183.00	89533	Financial Aid Adjusted
Andrica M. Rhodes	\$287.87	89594	Financial Aid Adjusted
Tonya J. Sambile	\$397.00	89595	Financial Aid Adjusted
Commercial Newspaper Services, Inc	\$266.00	89616	Check Processed Incorrectly
Nissa L. Linderman	\$246.30	89722	Check Lost in Mail, Check was Reissued
Marie K. Prince	\$235.00	89725	Check Lost in Mail, Check was Reissued
Total	\$14,929.78		

MEMO

Date: September 18, 2009

To: Kim Bassett, Antoinette Martin, Anne O'Bannon, Edwin Scales and Spencer Slate

Cc: Jill Landesberg-Boyle

From: John J. Kehoe, Ph.D.

Re: Board of Trustees Monthly Financial Report for July 2009

The two monthly statements presented herein include the:

- ***Revenue and Expense Statement*** – A comparison of budgeted and actual year-to-date amounts for the current and prior fiscal year.
- ***Balance Sheet*** – A comparison of actual year-to date asset, liability and fund balance accounts for the current and prior fiscal year.

The following highlights should be noted:

- **REVENUE**
 - Student revenues revenue is 20% higher than the same time last year. This is due to increases in enrollment as well as Fiscal Year 10 tuition increases.
 - Receivables are 33% higher than last year at this time. This is due to increased enrolment and more student utilizing financial aid. Financial Aid will begin disbursements on September 14, 2009 and this will significantly reduce the Fall Semester receivables.

**FLORIDA KEYS COMMUNITY COLLEGE
REVENUE AND EXPENSE STATEMENT
CURRENT FUND UNRESTRICTED(CFU) AND AUXILIARY FUND
Board of Trustees Report
JULY 2009**

	<u>ANNUAL BUDGET</u>		<u>ACTUAL YEAR-TO-DATE</u>		<u>ACTUAL YEAR-TO-DATE</u>
	<u>FY 2009-2010</u>	<u>FY 2008-2009</u>	<u>FY 2009-2010</u>	<u>FY 2008-2009</u>	<u>FY10 COMPARED TO FY09</u>
REVENUE:					
STUDENT FEES*	\$2,989,510	\$2,559,428	\$609,753	\$496,462	22.8%
STATE FUNDING:					
COMMUNITY COLLEGE PROGRAM FUND	4,810,835	5,482,319	402,633	440,335	-8.6%
LOTTERY	678,715	706,976	-	-	N/A
ARRA	483,134				
SUB-TOTAL	5,972,684	6,189,295	402,633	440,335	-8.6%
MISCELLANEOUS	-	-	-	-	N/A
TOTAL STATE FUNDING	5,972,684	6,189,295	402,633	440,335	-8.6%
TRANSFERS	21,000	17,200	-	-	#DIV/0!
OTHER	215,103	242,600	16,538	28,894	-42.8%
SUB-TOTAL CURRENT FUND	<u>9,198,297</u>	<u>9,008,523</u>	<u>1,028,924</u>	<u>965,690</u>	<u>6.5%</u>
AUXILIARY	20,000	20,000	-	-	#DIV/0!
TOTAL REVENUE	<u>9,218,297</u>	<u>9,028,523</u>	<u>1,028,924</u>	<u>965,690</u>	<u>6.5%</u>
FUND BALANCE (AS OF JULY 1)	491,118	491,118	585,535	491,118	19.2%
TOTAL FUNDS AVAILABLE	<u>\$ 9,709,415</u>	<u>\$ 9,519,641</u>	<u>\$ 1,614,459</u>	<u>\$ 1,456,808</u>	<u>10.8%</u>
EXPENSES:					
PERSONNEL	6,684,760	6,330,182	193,936	243,034	-20.2%
CURRENT	2,414,423	2,559,956	146,949	14,308	90.3%
CAPITAL	99,114	78,385	883	-	N/A
SUB-TOTAL CURRENT FUND	<u>9,198,297</u>	<u>9,008,523</u>	<u>341,768</u>	<u>257,342</u>	<u>32.8%</u>
AUXILIARY	20,000	20,000	-	-	
TOTAL EXPENSE	<u>\$ 9,218,297</u>	<u>\$ 9,028,523</u>	<u>\$ 341,768</u>	<u>\$ 257,342</u>	<u>32.8%</u>
INCREASE/(DECREASE) IN NET ASSETS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 687,156</u>	<u>\$ 708,348</u>	

**FLORIDA KEYS COMMUNITY COLLEGE
REVENUE AND EXPENSE STATEMENT
CURRENT FUND UNRESTRICTED ONLY
Board of Trustees Report
JULY 2009**

	BOARD APPROVED APPROVED BUDGET <u>FY 2009-2010</u>	ADJUSTED BUDGET <u>FY 2009-2010</u>	YEAR-TO-DATE ACTUAL <u>FY 2009-2010</u>	ACTUAL YEAR-TO-DATE COMPARED TO ADJUSTED BUDGET
REVENUE:				
STUDENT FEES*	\$2,989,510	\$2,989,510	\$609,753	20.4%
STATE FUNDING:				
COMMUNITY COLLEGE PROGRAM FUND	4,810,835	4,810,835	402,633	8.4%
LOTTERY	678,715	678,715	-	N/A
ARRA	483,134	483,134	-	-
SUB-TOTAL	5,972,684	5,972,684	402,633	6.7%
MISCELLANEOUS	-	-	-	N/A
TOTAL STATE FUNDING	5,972,684	5,972,684	402,633	6.7%
TRANSFERS	21,000	21,000	-	0.0%
OTHER	235,103	235,103	16,538	7.0%
TOTAL REVENUE	<u>9,218,297</u>	<u>9,218,297</u>	<u>1,028,924</u>	<u>11.2%</u>
FUND BALANCE (AS OF JULY 1)	517,228	517,228	585,535	
TOTAL FUNDS AVAILABLE	<u>\$ 9,735,525</u>	<u>\$ 9,735,525</u>	<u>\$ 1,614,459</u>	<u>16.6%</u>
EXPENSES:				
PERSONNEL	6,684,760	6,684,760	193,936	2.9%
CURRENT	2,434,423	2,434,423	146,949	6.0%
CAPITAL	99,114	99,114	883	0.9%
TRANSFERS	-	-	-	N/A
TOTAL EXPENSE	<u>\$ 9,218,297</u>	<u>\$ 9,218,297</u>	<u>\$ 341,768</u>	<u>3.7%</u>
INCREASE/(DECREASE) IN NET ASSETS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 687,156</u>	
FUND BALANCE %	5.31%	5.31%	6.01%	
FUND BALANCE	\$ 517,228	\$ 517,228	\$ 585,535	

**FLORIDA KEYS COMMUNITY COLLEGE
BALANCE SHEET
CURRENT FUND UNRESTRICTED (CFU)
Board of Trustees Report
JULY 2009**

	July 31, 2009	July 31, 2008
<u>ASSETS:</u>		
CASH ON HAND AND IN BANK	\$84,053	\$345,532
INVESTMENTS	384,284	386,898
GENERAL APPROPRIATIONS RECEIVABLE	4,408,202	5,041,984
LOTTERY APPROPRIATION RECEIVABLE	678,715	706,976
TOTAL DUE FROM STATE OF FLORIDA	<u>5,086,917</u>	<u>5,748,960</u>
ACCOUNTS RECEIVABLE/PREPAID EXPENSES	807,348	606,086
TOTAL ASSETS	<u><u>\$6,362,603</u></u>	<u><u>\$7,087,476</u></u>
<u>LIABILITIES & FUND BALANCES</u>		
<u>LIABILITIES:</u>		
ACCOUNTS PAYABLE	\$85,150	\$139,050
ACCRUED COMPENSATED LEAVE	520,515	432,804
TOTAL LIABILITIES	<u>605,665</u>	<u>571,854</u>
<u>FUND BALANCES:</u>		
ENCUMBERED FUNDS	3,784,527	3,932,224
UNENCUMBERED FUNDS	2,492,926	3,016,202
SUB-TOTAL FUND BALANCES	<u>6,277,453</u>	<u>6,948,426</u>
AMOUNT EXPECTED TO FINANCED IN FUTURE	<u>(520,515)</u>	<u>(432,804)</u>
TOTAL FUND BALANCES	5,756,938	6,515,622
TOTAL LIABILITIES & FUND BALANCES	<u><u>\$6,362,603</u></u>	<u><u>\$7,087,476</u></u>

SUMMARY OF DISBURSEMENTS
BOARD OF TRUSTEES REPORT
JULY 2009

Total Check's for July 2009

	Amount	Check #'s
Operating Account	\$20,655.48	89762 - 89825
Payroll Account	\$64,775.94	212338 - 212435
Grand Total	\$85,431.42	

Voided Check's for July 2009

Vendor	Amount	Voided Check #'s	Reason for Void
Sheyla I. Moreno	\$378.73	89478	Check Lost in Mail, Check was Reissued
Scott C. Marlowe	\$313.47	89475	Financial Aid Adjusted
Total	\$692.20		



DATE: September 16, 2009
TO: Board of Trustees
FROM: Joanne M. Dinkel, Director, Human Resources
SUBJECT: Policy Revision BR 2.140 Public Records Requests – BOT meeting 9.30.09

PROPOSED BOARD ACTION

Approval of the revisions made to Board Rule 2.140 Public Records Requests.

AUTHORITY FOR STATE BOARD ACTION

Section 119, 1006.52, 1012.81 Florida Statutes.

BACKGROUND INFORMATION

Upon review of FKCC's current policy regarding Public Records Requests it was found that the current policy is not aligned with current best practices or statutory requirements.

Supporting Documentation Included:

Revised policy

Facilitators/Presenters:

William Devane, Board Attorney
Joanne Dinkel, Director, Human Resources

FLORIDA KEYS COMMUNITY COLLEGE BOARD RULE



Subject	Public Records Access	Number: 2.140
Authority	F.S. 119.07, 119.11(12), 119.01, 119.21, 1006.52, 1012.81	Approved Date: 3/28/1977
Amended	12/15/2008	

It is the policy of the Board that Florida Keys Community College public records are open for personal inspection and copying by any person in accordance with the Florida Public Records Act, Fl. Stat. 119.01 et. seq. The College shall comply with state statutes and administrative rules in the creation, maintenance, use and availability of public records and shall adhere to state schedules for the management, retention and disposition of such records.

Definition – “Public Records”

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other materials, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance, or in connection with the transaction of official business by any agency.

Electronic records include data files and databases, machine readable indexes, word processing files, electronic spreadsheets, electronic mail and messages (email), as well as other text or numeric information. Electronic records made in the transaction of official business of the college are public records and shall be maintained and produced for inspection, upon request, in the same manner as other public records.

Definition – “Custodian of Public Records”

An employee designated by the President charged with the responsibility of maintaining the office having public records, or his/her designee.

All public records in the custody of the College shall be open for personal inspection by any person, at reasonable times, under reasonable conditions. The custodian of public records shall furnish a copy or certified copy of the public record upon payment of the appropriate fee, as authorized by law, for the cost of duplication and labor.

Requests for public records shall be responded to in a timely manner and using a method which maintains the confidentiality of records made confidential by law and recognizes exemptions from the requirements of the public records law. All requests for public records are to be directed to the Director of Human Resources.

The College will comply with the Division of Library and Information Services of the Department of State rules establishing retention schedules and disposal processes for public records.



DATE: September 16, 2009
TO: Board of Trustees
FROM: Joanne M. Dinkel, Director, Human Resources
SUBJECT: Policy Revision BR 5.510 Grievance Resolution – BOT meeting 9.30.09

PROPOSED BOARD ACTION

Approval of the revisions made to Board Rule 5.510 Grievance Resolution.

AUTHORITY FOR STATE BOARD ACTION

Section 1001.64 Florida Statutes.

BACKGROUND INFORMATION

At the request of the Board of Trustees at their last meeting, a thorough review of the Grievance Resolution policy was made by the College's labor law attorney, the Board of Trustees attorney and the College's Director of Human Resources. The result of which is the attached revised policy.

Supporting Documentation Included:

Revised policy
Appendix A – Grievance Form

Facilitators/Presenters:

William Devane, Board Attorney
Robert Norton, Labor Attorney
Joanne Dinkel, Director, Human Resources



FLORIDA KEYS COMMUNITY COLLEGE BOARD RULE

Subject	Grievance Resolution	Number: 5.510
Authority	F.S. 1001.64	Approved Date: 6/28/05
Amended	10/24/94, 12/16/97, 2/26/02, 3/25/03, 8/24/04, 6/28/05	

General Provisions

Definition

A grievance is an allegation by an employee ~~or applicant for employment~~, based on specific facts, that there has been a violation, misinterpretation or misapplication of ~~State or Federal Civil Rights Statutes, State Board of Education Rules, Florida Statutes, or the College's administrative policies or procedures or guidelines~~. An employee ~~or an applicant for employment~~ with a grievance is referred to in this policy as the Grievant(s). ~~The Grievant must be a full-time, currently employed, employee. The Human Resources Director, will make an initial determination as to whether the allegation is the proper subject for a grievance.~~

Contents

All written grievances must contain the following information:

1. The specific policy or procedure alleged to be violated and the specific section or subsection(s) involved.
2. A statement of the basis for the grievance including the facts, dates and times of events.
3. The remedy sought by the employee.
4. Signature of the employee.

Time Limits

Time limits are defined in terms of administrative work days and therefore, will not include Saturdays, Sundays, holidays or other days that the College may be closed. Failure by the Grievant to follow the specified time limits will render the grievance null and void under this ~~policy procedure~~. Failure by the College to follow specified time limits will advance the grievance to the next step. ~~However, the final step of the grievance cannot be waived by the College, and the College will provide in writing the reasons for delay prior to the expiration of the time limit.~~

External Review

~~This procedure is specifically designed to resolve grievances internally. However, the Grievant's right to pursue a claim in a court of law or other external forum will not be compromised by the College's internal grievance procedure.~~ The College reserves the right to suspend or ~~close~~ the internal grievance procedure should the employee simultaneously seek redress on employment issues in an external forum.

Retaliation

Retaliation against an individual for bringing forth a grievance or against an individual participating in a grievance procedure is prohibited. Disciplinary action will result as applicable.

Confidentiality

Individuals involved in the grievance process will uphold standards of professional ethics in maintaining confidentiality to the extent possible in reaching a resolution of the grievance.

Grievance Committee

The College Grievance Committee is a governing body, elected by representative employee categories, as a final step in reviewing and recommending to the President, resolution of grievances by Grievant's for employment. ~~Employee categories are defined solely by the employee's position placement in the current Salary Schedule.~~

The Grievance Committee is elected annually by September 30 of each academic year. The Committee will be comprised of three (3) members: one (1) career member; one (1) faculty/~~administrative faculty~~professional member; and one (1) ~~professional specialist/administrator~~ member and one alternate for each of the members. ~~Every~~ each September, Human Resources will hold election procedures. Employees eligible to vote and/or to serve on the Committee must be full time and have completed their probationary period at the time of election. Employees will vote for all members of the committee, faculty, career, professional specialist/administrator and their alternates.

Human Resources will compile and publish the election results of the Grievance Committee to College employees by October 1. This elected Committee will remain in effect for formal grievances received for a one-year period from October 1 through September 30; in case of member vacancy or disqualification as specified below, or a member's change in employee category, the alternate for that member will replace him/her on the committee.

~~If circumstances are such that a vacancy on the committee occurs due to a member disqualification as specified below or a member's change in employee category and subsequently the alternate is likewise not available, a special election will be held to replace the member.~~

No member may serve on the Committee when involved in the current grievance, either as the Grievant or witness concerning the grievance. A member of the Committee may be replaced based upon appropriate recommendation from the Committee to the President specifying the reasons for such replacement. Final approval for replacement is with the Director of Human Resources.

Human Resources will notify the Grievance Committee of the first meeting. If and when the Grievance Committee first convenes during the October 1 through September 30 timeframe to process a grievance, Committee members will elect a Chair from the three Committee Members. The Chair will organize and call Committee meetings and will serve as Hearing Officer, should the grievance proceed to a hearing. Human Resources will provide guidelines for the Grievance Committee Hearing Procedure, (see Appendix B). ~~The HR Director will serve as the advisor to the Committee and will attend all grievance hearings but will not be a voting member.~~

Steps in the Grievance Process

To the extent possible, grievances should be settled through informal discussions at the lowest administrative level, and disputed matters should be processed as formal grievances only when either party feels that a fair and equitable solution has not been reached in informal discussions.

Step 1 (A) Informal Resolution Process: Discussion and Response

Employee

- The employee will discuss the grievance with his or her immediate supervisor within **ten (10) forty (40)** work days of the occurrence of the event giving rise to the grievance, or **when the employee should reasonably have knowledge of the occurrence.** ~~within forty (40) work days of the employee's discovery or knowledge of the event giving rise to the grievance.~~
- The Director of Human Resources/~~Equity Coordinator~~ may provide advice to the employee if so requested. ~~is an alternate point of contact.~~

Applicant

- ~~The applicant for employment will discuss the grievance with the Director of Human Resources/Equity Coordinator within forty (40) workdays of the event giving rise to the grievance, or within forty (40) work days of the applicant's discovery or knowledge of the event giving rise to the grievance.~~
- ~~The Dean of Administrative and Business Services is an alternate point of contact.~~

The College official receiving the grievance will respond **verbally orally** to the Grievant within ten (10) workdays **and indicate on the grievance form when it is sustained or denied.** If the Grievant is not satisfied with the response, the Grievant may proceed to Step 2 within five (5) workdays of receiving the response.

Step 2 (B) Formal Resolution Process: Written Grievance Form

After discussion and response in Step 1, if the Grievant still believes that a dispute exists, the Grievant may file a grievance in writing by completing the approved Grievance Form in Appendix A within five (5) days of receiving the Step 1 response.

Employee

- The employee submits the completed Grievance Form to his or her immediate ~~supervisor and~~ supervisor's superior. The Director of Human Resources/Equity Coordinator is the alternate point of contact.

Applicant

- ~~The applicant for employment submits the completed Grievance Form to the Director of Human Resources/Equity Coordinator.~~
- ~~The Dean of Administrative and Business Services is the alternate point of contact.~~

Response to Grievance

- The ~~supervisor, or~~ supervisor's superior **or designee** ~~alternate~~ has ten (10) work days from submission of the grievance form to respond in writing to the Grievant. Copies of the grievance form and response are provided to the President and Board Attorney.

Applicant

~~The Director of Human Resources/Equity Coordinator or alternate has ten (10) work days from submission of the Grievance Form to respond in writing to the Grievant. Copies of the Grievance Form and Response are provided to the President.~~

Step 3 – President's Review

If the grievance is not resolved in Step 2, the Grievant may present the written Grievance Form to the President within five (5) workdays of the written response in Step 2.

The President has the option within ten (10) workdays of receipt of the Grievance Form to:

1. Resolve the grievance ~~without Grievance Committee action.~~
2. Leave the grievance unresolved.

If the President resolves the grievance without submission to the Committee, his/her action will be in writing to the Grievant with copies to the Board Attorney and to the College official originally contacted with the written Grievance Form.

If the President does not take action or renders a decision unsatisfactory to the Grievant, the President's inaction is documented or both his/her action and the Grievant response are documented and copied to the Board Attorney and the College official originally contacted with the written Grievance Form.

The Grievant has five (5) workdays from the President's documented response in Step 3, to inform the Director of Human Resources that he/she has determined to proceed to Step 4.

Step 4 – Grievance Committee

Human Resources will notify the Grievance Committee of the first meeting. If and when the Grievance Committee first convenes during the October 1 through September 30 timeframe to process a grievance, Committee members will elect a Chair from the three Committee Members. The Chair will organize and call Committee meetings and will serve as Hearing Officer, should the grievance proceed to a hearing. Human Resources will provide guidelines for the Grievance Committee Hearing Procedure, (see Appendix B).

The Committee has fifteen (15) work days to review the Grievance and complete the hearing process. Procedural guidelines for holding a Grievance Committee Hearing are in Appendix B.

Within five (5) workdays following the hearing, the Committee, through the Chair, will forward Committee written findings and recommendations to the President. The President will render a final determination of the grievance within ten (10) workdays following receipt of the Committee's recommendations. The President will send a copy of the Committee's recommendations and findings and his/her final determination to the Grievant.

If the Grievant is not satisfied with the President's determination, he/she may appeal to the District Board of Trustees. **The decision of the Board of Trustees is final and binding and cannot be appealed to any court or administrative tribunal.**

Attachments: [Grievance Form, Appendix A](#)
[Guidelines for Grievance Committee Hearing Procedure, Appendix B](#)
[Grievance Policy Flowchart, Appendix C](#)

APPENDIX A

Title	Grievance Form – Step 2	
Board of Trustees Rule No. & Title	5.510	Grievance Resolution Procedure
Date Approved	8/24/04, 6/28/05	

Name of Grievant _____ Date _____

Home Address _____ City _____ Zip _____

Home Telephone # _____ Office Telephone # _____

Position / Title _____

Reference by number and title the Board Rule and/or
Administrative Procedure on which grievance is based.

List the date(s) of the incident(s) on which grievance is based.

Describe the exact nature and factual circumstance of your grievance. Be specific as to the location and names of witnesses when applicable. Specify the relief or remedy requested. (If additional space is needed please attach a separate sheet to this form.)

This grievance was discussed with my supervisor or College Official _____
Name / Position

on _____
Date

Signed _____ Date _____
Grievant

College Official

Date Received

COPIED TO:

For Employees:
Supervisor or Supervisor's Superior Or Alternate

~~For Applicants:
Director of HR / Equity Coordinator Or Alternate~~



DATE: September 16, 2009
TO: Board of Trustees
FROM: Joanne M. Dinkel, Director, Human Resources
SUBJECT: Policy Revision BR 5.540 Harassment – BOT meeting 9.30.09

PROPOSED BOARD ACTION

Approval of the revisions made to Board Rule 5.540 Harassment.

AUTHORITY FOR STATE BOARD ACTION

Section 1001.64 (18), 1000.05 Florida Statutes.

BACKGROUND INFORMATION

At the request of the Board of Trustees at their last meeting, a thorough review of the Harassment policy was made by the College’s labor law attorney, the Board of Trustees attorney and the College’s Director of Human Resources. The result of which is the attached revised policy.

Supporting Documentation Included:

Revised policy

Facilitators/Presenters:

William Devane, Board Attorney
Robert Norton and/or Peter Sampo, Labor Attorney
Joanne Dinkel, Director, Human Resources

FLORIDA KEYS COMMUNITY COLLEGE BOARD RULE



Subject	Harassment	Number: 5.540
Authority	F.S. 1001.64(18), 1000.05, Chapter 760	Approved Date: 02/26/02
Amended	10/24/1994, 04/25/2000, 02/26/02	

INTRODUCTION

Florida Keys Community College is committed to providing an educational and work environment in which employees and students are treated fairly and with dignity, free from harassment in any form. Consistent with applicable federal and state laws, the College will not tolerate opposite or same sex harassment of its employees or students by co-workers, fellow students or third parties **who are involved with the College. engaged in College activities.** Harassment is prohibited while on campus and during business travel, off-campus meetings or events held under the auspices of the College. **Consistent with the law, some forms of harassment are prohibited even when the parties are off duty.**

DEFINITION

The three types of harassment are defined below with the three conditions essential to the definition of each type.

- A. Protected Class Harassment is defined as any unwelcome remarks, behaviors or communications based on race, **color**, religion, gender, age, sexual orientation, marital status, **veteran status, citizenship status**, national origin or disability which causes offense and humiliation to any person.
- B. Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication of a sexual nature.
- C. ~~Authoritarian Harassment is defined as unwelcome remarks, behaviors or communications which misuse authority, or abuse the power an individual has over another and has the effect of purpose of seriously abusing, threatening, demeaning or intimidating an individual.~~
 - ~~• submission to such conduct becomes explicitly or implicitly a term or condition of employment or participation in the educational environment, or~~
 - ~~• submission or rejection of such conduct is used as a basis for employment or education decisions, or~~
 - ~~• such conduct has the purpose or effect of interfering with work or educational performance, or creates an intimidating, hostile or offensive work or educational~~

environment.

INFORMAL AND FORMAL COMPLAINT PROCEDURES

- A. Anyone who is subjected to harassment is encouraged to report the offensive behavior **immediately and** before it becomes severe or pervasive. ~~However, the College recognizes that the sensitivity involved may cause individuals to delay taking action. An employee must report the complaint within sixty (60) calendar days of the incident or event giving rise to the complaint.~~ The College will investigate all complaints. If appropriate, an individual may advise the harasser directly that their behavior is objectionable and request that the behavior immediately cease. Florida Keys Community College emphasizes that employees and students are not required to complain to a supervisor, faculty member or administrator if that person is the individual allegedly harassing the employee or student.
- B. College employees or students who receive complaints or observe harassing behavior should immediately contact the Director of Human Resources/Equity Coordinator. As an alternate point of contact, the **Provost may** ~~Executive Dean will~~ be contacted.
- C. Informal complaint procedures allow for complaints to be resolved by mutual agreement between the complaint and the person accused of the harassment. Informal complaints, whether oral or in writing, should be directed to the Director of Human Resources/Equity Coordinator or the **Provost** ~~Executive Dean~~, as an alternate point of contact. The accused will be informed about the nature of the informal complaint and will have an opportunity to respond.
- D. If informal resolution fails to resolve the matter to the complainant's satisfaction, the complainant may file a formal complaint, with the Director of Human Resources/Equity Coordinator with the **Provost** ~~Executive Dean~~ as an alternate point of contact. Formal complaint must be documented in writing within **twenty (20)** ~~sixty (60)~~ calendar days of the incident or event giving rise to the complaint.
- E. The Director of Human Resources/Equity Coordinator will conduct a prompt, thorough and impartial investigation within **twenty (20)** ~~ten (10)~~ business days of receiving the complaint. Accounts from witnesses and other parties, as well as other relevant information, may be investigated. The Director of Human Resources/Equity Coordinator has the discretion to determine whether the situation warrants a meeting, either with the complainant and the alleged offender both present or with the parties separately.
- F. An investigation results in three possible scenarios: 1) the allegations are substantiated, 2) the allegations are not substantiated or 3) the investigation was inconclusive. Every claim of harassment will be considered on an individual basis. If the allegations are substantiated, the College will take immediate and corrective action and appropriate to the severity of the offense. Disciplinary measures applied include the full range of the College's disciplinary measures, up to and including termination.

~~The Investigator will make every effort to maintain confidentiality of the accuser, accused and witnesses. However, the Investigator recognizes the need to balance the complainant's right of privacy and the need to conduct a thorough and impartial investigation in fairness to the alleged offender.~~

The Investigator will make a final report of findings to both the accuser and the accused within 15 business days of the formal complaint. If the process requires further investigation, a written notice will be sent to the accuser and accused within fifteen (15) business days of the complaint notifying both parties of an extension of up to five (5) additional business days.

CONFIDENTIALITY

The College will protect the confidentiality of information as it pertains to the complainant, respondent and potential witnesses to the fullest extent possible and appropriate under the [law](#) ~~circumstances~~. Only those individuals necessary for the investigation and resolution of the complaint will be privy to information. ~~The College, however, cannot guarantee that the identity of the complainant will be concealed from the accused harasser, and therefore, will consider separation of the primary parties during the investigation.~~

RETALIATION/FRIVOLOUS CLAIMS

Retaliation against an individual for reporting harassment or for participating in an investigation is prohibited. Retaliation is a serious violation, which can subject the offender to discipline independent of the merits of the harassment allegation.

~~Any retaliation committed by the accused harasser by way of irresponsible, malicious or unfounded complaints will be investigated.~~

It is a violation of this Policy for anyone to knowingly make false accusations of harassment. Failure to prove a claim of harassment is not equivalent to a false allegation. Discipline will be imposed for making false accusations of harassment.



DATE: September 16, 2009
TO: Board of Trustees
FROM: Joanne M. Dinkel, Director, Human Resources
SUBJECT: Policy Revision BR 1.330 Meetings of the BOT – BOT meeting 9.30.09

PROPOSED BOARD ACTION

Approval of the revisions made to Board Rule 1.330 Meetings of the Board of Trustees.

AUTHORITY FOR STATE BOARD ACTION

Section 1001.372, 1001.64 Florida Statutes.

BACKGROUND INFORMATION

At the request of the Board of Trustees, the Board of Trustees meeting time was established to be the fourth Monday of each month at 5:00pm. The revision to the policy reflects this change.

Supporting Documentation Included:

Revised policy

Facilitators/Presenters:

William Devane, Board Attorney
Joanne Dinkel, Director, Human Resources

FLORIDA KEYS COMMUNITY COLLEGE BOARD RULE



Subject	Meetings of the Board of Trustees	Number: 1.330
Authority	F.S. 1001.372, 1001.64	Approved Date: 5/27/1997
Amended		

Regular Meetings

The regular meetings of the Board of Trustees shall be held on the fourth ~~Tuesday~~ **Monday** of each month at ~~the hour of 4:00~~ **5:00** p.m. in the Board Conference Room of the Administration Building. The regular meetings may, however, be set at another time or place or be waived by resolution of the Board at the next preceding regular meeting.

Special Meetings

The Board shall convene in special meetings on request of the Chairman of the Board or by the President on request of a majority of the members of the Board. In the event the President shall fail to call the special meeting when requested to do so, such meeting may be called by the chairman of the Board or by a majority of the members of the Board by giving two (2) days written notice of the time and purpose of the meeting to all members and to the President. The minutes of the meeting shall set forth the facts regarding the procedure in calling the meeting and set forth the reason therefore, and shall be signed either by the Chairman or by a majority of the members of the Board. The actions taken at special meetings shall have the same force and effect as if taken at a regular meeting.



DATE: September 16, 2009
TO: Board of Trustees
FROM: Joanne M. Dinkel, Director, Human Resources
SUBJECT: Personnel Action Approval, BOT meeting 9.30.09

PROPOSED BOARD ACTION

Approval of the Personnel Actions.

AUTHORITY FOR STATE BOARD ACTION

1001.64 Florida Statute

BACKGROUND INFORMATION

The following personnel actions were coordinated with the appropriate supervisors, are budgeted, approved by the President or the President's Designee and are recommended to the Board of Trustees for approval.

Supporting Documentation Included:

Personnel Actions
Adjunct Instructors Spread Sheet

Facilitators/Presenters:

Joanne Dinkel, Director, Human Resources

DATE: September 16 , 2009
TO: Dr. Jill Landesberg-Boyle, President
FROM: Joanne M. Dinkel, Director, Human Resources
SUBJECT: Human Resources – BOARD AGENDA 9/30/09

Personnel Actions – Recommendations to the Board of Trustees

NEW EMPLOYEES

Full-time	Effective Date	Description
Brylske, Dr. Alex	August 19, 2009	10-Month Faculty, Marine Sciences, Level I Doctorate, \$70,326 annually.
Culbreth, Dr. Laurie	Sept. 21, 2009	Dean, Arts & Sciences, Administrative, Level H, \$80, 274 annually.
Halvorson, Marc	August 3, 2009	Director, Criminal Justice, Professional, Level D \$50,879, annually.
Higbie, Valerie	July 23, 2009	Campus Store Clerk, Career, Grade 5, \$15.29/hr.
Part-time – Name	Effective Date	Description
Prescott, Larry	August 17, 2009	PT, Coordinator, Addiction Studies Program, Professional, Level, B \$8,451 annually.
Walters, Dean	August 17, 2009	PT, Director, Keys Chorale, Professional, Level A, \$13,743 annually.
Priester, Olivia	June 16, 2009	PT, CROP Assistant, Career Grade 6, \$10.81/hr.
Tennison, Patricia	August 3, 2009	PT, CROP Specialist, Career Grade 6, \$15.02/hr.
Rahming, Alea	July 25, 2009	PT, Lifeguard, Career Grade 1, \$10.82/hr.
Laino, Jessica	July 25, 2009	PT, Lifeguard, Career Grade 1, \$10.82/hr.
Seigrist, Noa	August 24, 2009	PT, Library Specialist, Career, Grade 4, \$12.87/hr.
Tennant, Patty	July 16, 2009	PT, Custodian, Career, Grade 1, \$10.21/hr
Bedell, George	August 24, 2009	PT, Professional Duty, Pianist for Chorale , \$25/hr.
Budde, Michael	October 10, 2009	PT, Dive Technical Specialist, \$17.50/hr.
Bullis, Dr. Robert	August 17, 2009	PT, Marine Sci., IACUC Committee Project, \$30/hr.
Klingener, Nancy	July 29, 2009	PT, Professional Duty, Copy editing, \$17.50/hr.
Morrison, Meagan	August 17, 2009	PT, Financial Aid Specialist, \$12.87/hr.
Pritchard, Michael	July 20, 2009	Temporary Coordinator, Sea Camp, \$15.00/hr.
Revelle, Daniel	August 12, 2009	PT, Professional Duty, Boat Captain, \$25.00/hr.
Rosenblatt, Victoria	Spring term 08-09	PT, Prof.Duty, Pianist - private voice lessons , \$20/hr.

PERSONNEL ACTIONS CONTINUED...

PROMOTIONS/ RECLASSIFICATIONS/ ADJUSTMENTS:

Olsen, Norman August 24, 2009 From Interim Dean to Dean, Allied Health & Nursing, Administrative, Level H, \$85,000 annually.

SOUTH FLORIDA SUMMER YOUTH PROGRAM:

Coordinators: \$22.00 per hour, up to 40 hours per week, August – September 30, 2009

Michele Lopez

Participants: \$10.00 per hour, up to 40 hours per week, July – September 30, 2009

Alex Allman	Sterling Brower	Michael Felton	Aaron Hollowell	Angelina Mendez
Chad Anderson	Christi Daniel	Clyde Fisher	Danny Koester	Marie Michel
Alicia Arrazola	Kimish DeRouch	Marisel Gonzalez	Jeramy Laboy	Jasmine Moore
Shaquil Ashe	Gregory Demott	Thomas Gross	Nelson Lee	Phillip Neuman
Monnet Azard	Brittany Dezern	Emily Haislup	Shanic Lopez	Marie Nicolas
Ebony Azoulay	Zachary Diaz	Marcia Hake	Jeremy Marion	Barring Patterson
Megan Besgrove	Steaven Dorce	Michay Hall	Keith McLeod	Toyanna Pla
Juanita Placenia	Gerald Poitier	James Price	Kelsey Pritchard	Tramay Quarles
Willie Ranson	Maryse Registre	Roxanne Rodriguez	Liliana Ridriguez	Charm Shelton
Derek Shine	Janessa Simmons			

CELL PHONE STIPENDS

Name	Description
Brenner, Tracy	Interim Asst. Director Dive Cell Phone Stipend, effective, August 3, 2009, \$21.78 bi-weekly.

SALARY ADJUSTMENTS:

Due to the increase in hourly ranges in the 09-10 Salary Schedule the following part-time employees hourly rates were brought to the minimum in the Career, Grade 3, hourly range = \$11.91.

Marilyn McDonald
Greta Philips-Ford
Erika Stokes
Stephanie Ford
Allison Sise

TERMINATIONS:

Name	Position	Effective Date	Reason
Gavin McKeirnan	Manager, Online Mgt. Systems	9/22/09	Resignation
Margie Vergara	Assist. Director, Enroll. Services	9/11/09	Resignation

ADJUNCT / PART TIME INSTRUCTORS

Attachment

Board Materials
Adjunct Instructors
August/September 2009

Name	Lvl	Pay Rate	Hrs / Credits	Total Pay	Course Description	Cntr	Dates
Continuing Education							
DeKeyrel, James		\$35.00	18.5	\$648	Word 2007 Fund/ Office 2007 Upgrades	KW	8/5/09 - 8/26/09
Gorky-Anderson		\$19.71	30	\$591	Yoga	KW	5/4/09 - 8/17/09
Gregory, Douglas		\$35.00	40	\$1,400	Solar Panel Installation	KW	7/7/09 - 7/30/09
Haegelin, Diana		\$30.00	18	\$540	ESL: Summer Basic L1P2	KW	6/23/09 - 7/28/09
Haegelin, Diana		\$35.00	54	\$1,890	Wkng & Lvng English B2, L2P2	KW	6/09/09 - 7/31/09
Haegelin, Diana		\$40.00	90	\$3,600	Wkng & Lvng English L3P2, L2P2, L1P2	KW	6/09/09 - 7/30/09
Hovorka, Gwendolyn		\$35.00	6.5	\$228	Excel 2007 Fundamentals	KW	8/26/2009
Karen, Linda		\$28.00	6	\$168	Intro Watercolor, Draw the Human Face	KW	8/6/09 - 9/3/09
Olsen, Jeanne		\$28.00	10	\$280	Kindermusik	KW	6/8/09 - 7/6/09
Criminal Justice							
Barlow, John		\$28.00	17	\$476	Firearms	KW	8/25/09 - 8/29/09
Fisher, Jay		\$28.00	32	\$896	Firearms/ Defensive Tactics	KW	8/31/09 - 9/12/09
Gray, Danyle		\$25.00	112	\$2,800	Communications/ Patrol 2	KW	6/23/09 - 8/20/09
Gray, Danyle		\$28.00	4	\$112	Physical Fitness	KW	7/13/09 - 8/5/09
Grove, Edwin		\$25.00	8	\$200	Physical Training	KW	6/4/09 - 7/2/09
Grove, Edwin		\$28.00	112	\$3,136	Defensive Tactics	KW	6/4/09 - 7/15/09
Rabinowitz, Adam		\$28.00	6	\$168	Breath Test Operator Renewal	KW	6/18/2009
Smith, Randy		\$25.00	139	\$3,475	Comm/Human Issues/Patrol 2/Phy Fit	KW	7/13/09 - 9/10/09
Smith, Randy		\$28.00	8	\$224	Physical Fitness	KW	7/13/09 - 8/5/09
Thomas, Eric		\$25.00	40	\$1,000	Human Issues	KW	7/6/09 - 8/2/09
Thomas, Eric		\$28.00	36	\$1,008	Defensive Tactics	KW	7/6/09 - 8/2/09
AS + AA Programs							
Pekarik, Randy		\$449	2	\$898	Scuba Diving	KW	6/25/09 - 7/2/09
Sheehy, Erin		\$492	0.75	\$369	Nursing for Mental Healtgh	KW	5/11/09 - 7/31/09
Wood, Frank		\$492	3	\$1,476	Microeconomics	KW	6/22/09 - 7/31/09
				\$0			
Independent Studies							
Askins, Jeanne		\$50	6	\$300	Positive Child Guidance	KW	5/14/09 - 7/31/09
Fleitas, David		\$50	1	\$50	American History II	MA	6/22/09 - 8/6/09
Heidle, Sue		\$50	1	\$50	Operation of Early Childhood Facility	KW	6/4/09 - 8/31/09
Reis, Barbara		\$50	1	\$50	College Algebra	CS	1/8/09 - 6/12/09

Continuing Education Payroll Summary

BoardPayrollSummary							
Instructor Last	Instructor First	Hours	Pay Rate	Course Name	Start Date	End Date	CRN #
Karen	Linda	3	\$28.00	Introduction to Watercolor Painting, Part 1	8/6/2009	8/6/2009	10959
Hovorka	Gwendolyn	6.5	\$35.00	Excel 2007 Fundamentals	8/26/2009	8/26/2009	10820
Dekeyrel	James	12	\$35.00	Custom: Microsoft Office 2007 Upgrades for JIATIF (contract)	08/05/2009 (4 hrs) 08/07/2009 (4 hrs) 08/26/2009 (4 hrs)		

Catherine Torres

Submitted by Catherine Torres

Director of Workforce Development and Community Outreach

Board of Trustees Board Action

September 30, 2009

SUBJECT: To approve a request to enter into a negotiation leading to a contract to build student housing on the Key West Campus of FKCC.

PROPOSED BOARD ACTION

To request the Board of Trustees of Florida Keys Community College to direct the Island Living Housing Foundation to negotiate with Student Suites of Blue Springs, Missouri.

AUTHORITY FOR BOARD ACTION

F.S. 1001.64(26); 287.055 Board rule 3.410

BACKGROUND INFORMATION

Bids were solicited via a Request for Proposal process November 17, 2008.

Three proposals were received by the due date of March 16, 2009.

The three proposals were received from firms, Wood Partners, Student Suites and Collegiate Development.

Of the three bids received, Collegiate Development was found to be non-responsive. Student Suites and Wood Partners were invited on June 3, 2009 to make presentations to the DSO Board. Wood Partners withdrew from the process on September 4, 2009 and the DSO Foundation voted to move forward with Student Suites on September 10, 2009.



NOTICE OF INTENT TO NEGOTIATE

Posted: 6/6/2008

RFP #Housing The Campus Housing Project

After a thorough review of the qualifications submitted and oral presentations by the short-listed firms, the College intends to enter into negotiations with **Student Suites of Blue Springs, Missouri**.

The College intends to recommend to its Board of Trustees at the September 30, 2009, Board Meeting that a contract be entered into with Student Suites. It is anticipated that confirmation of the firm to be recommended will be posted on the College's website during the week of October 5, 2009.

Thank you for your interest in Florida Keys Community College.
Your participation is encouraged with regard to the College's future endeavors.

Florida Keys Community College
Director of Facilities
Bill Cole, Director of Facilities
5901 College Road
Key West, Florida 33040
Phone: (305) 809-3184 Facsimile: (305) 292-5155

AGREEMENT

Owner: **Attn. William Cole
Florida Keys Community College (FKCC)
Department of Purchasing
5901 College Road
Key West, Florida 33040**

Contractor: **Dredge America, Inc.
9555 NW Highway N
Kansas City, MO 64153**

Project: **Dredging Portions of the Dive Lagoon**

Scope of Work and Cost: **See Exhibit A**

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1 The contract documents consist of this Agreement, scope of work and all change orders or modifications issued and agreed to by both parties. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement. Any changes or modifications to this Agreement shall be in writing.

ARTICLE 2. SCOPE OF WORK

- 2.1 The Owner agrees to purchase and the Contractor agrees to provide the above mentioned project work thereto in **Key West, Florida**, according to the scope of work, which is attached hereto and marked as **Exhibit A**.

ARTICLE 3. TIME OF COMPLETION

- 3.1 The approximate completion date of the dredging shall be **March 31, 2010**. Any change orders and/or unusual weather might delay or otherwise affect the completion date, and the contract time shall be extended appropriately.

ARTICLE 4. THE CONTRACT PRICE

- 4.1 The contract price for the Project is outlined in the attached Scope of Work (Exhibit A), subject to additions and deductions pursuant to authorized change orders and allowances, as set forth herein.

ARTICLE 5. PROGRESS PAYMENTS

- 5.1 The Owner will make payments to the Contractor every other week, beginning from the date of mobilization, based on a percentage of completion bases. Owner shall make draw payments to Contractor within **14** days after request by Contractor. No retainage shall be withheld from any draw request.

- 5.2.1 If payment is not received by the Contractor within **21** days after a timely request for payment has been submitted by Contractor, Contractor shall have the right to either suspend work or terminate performance, whichever Contractor elects. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the remaining duties and obligations under this Agreement, including the ongoing duty to remit payments to Contractor for work performed prior to termination.

ARTICLE 6. DUTIES OF THE CONTRACTOR

- 6.1 All work shall be in accordance to the provisions of the Scope of Work, and shall be performed in accordance with Contractor's then-prevailing customs and practices. Contractor shall be responsible for the construction means, methods, techniques, sequences, procedures and safety precautions and programs for Contractor's scope of work.
- 6.2 All work shall be completed in a workmanlike manner, and shall comply with all applicable national, state and local codes and laws.
- 6.3 All work shall be performed by individuals and/or subcontractors who are qualified to perform said work.
- 6.4 Contractor shall remove all construction debris and leave the project in clean condition.
- 6.4.1 Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. Contractor further warrants that the work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the work the Contract Documents require or permit. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

ARTICLE 7. DUTIES OF THE OWNER

- 7.1 Owner shall communicate with subcontractors only through the Contractor.
- 7.2 Owner shall provide reasonable access to the Project at all times, and shall not impair or impede the construction efforts.
- 7.3 Owner shall maintain any necessary permits and provide a site for dewatering material.

Initialed by: Owner _____ Contractor _____

7.4 Owner shall provide to Contractor, and Contractor shall be entitled to rely upon, the following Worksite information:

1. Information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations;
2. Tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and
3. Any other information or services requested in writing by the Contractor which are relevant to Contractors' performance of the Work and under the Owner's control.

ARTICLE 8. CHANGE ORDERS

8.1 A Change Order is any change to the original plans, specifications and/or scope of work. A proposed Change Order shall set forth the nature of the change, together with a proposed change in contract time and/or compensation. Any impact to the schedule, in terms of sequence of work or modified start and completion times, shall also be set forth in the Change Order. To be effective, a Change Order will be agreed upon in writing, signed by both parties. Contractor shall not be under any obligation to proceed with any directed work absent an executed Change Order. The contract completion date shall also be modified by Change Orders, as appropriate.

ARTICLE 9. INSURANCE

9.1 The Owner will purchase and maintain property and builder's risk insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.

9.2.1 The Contractor shall purchase and maintain needed Workman's Compensation and Liability insurance coverage as required by law and deemed necessary for Contractor's own protection. As a minimum the contractor shall maintain the following coverage:

General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Automobile		\$1,000,000
Excess Umbrella		\$3,000,000
Workers Comp		\$1,000,000
P&I		\$1,000,000

Contractor shall list owner as additional insured on Certificate of Insurance..

Initialed by: Owner ____ Contractor ____

ARTICLE 10. CONCEALED OR UNKNOWN SITE CONDITIONS

- 10.1** If the conditions at the Worksite contain or include (a) subsurface or other physical conditions that are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions that are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions that are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Contractor shall stop work and give immediate notice of the concealed or unknown condition to Owner. Contractor shall not be required to perform any work relating to the concealed or unknown condition without the written mutual agreement of the parties. If the conditions cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, Owner will provide the Contractor with an equitable adjustment in the contract sum and contract time.

ARTICLE 11. HAZARDOUS MATERIALS

- 11.1** Both parties agree that dealing with hazardous materials requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

ARTICLE 12. RESOLUTION OF DISPUTES

- 12.1.1** Any controversy or claim arising out of or relating to this contract, or the alleged breach thereof, shall be resolved by first attempting to negotiate a resolution by the principals of the parties to this Agreement. If negotiation is not successful, the parties shall agree on a third party, neutral mediator, who shall work with the parties to attempt to reach a settlement. The parties shall share the costs of the mediator.
- 12.1.2** Florida law shall apply to this Agreement, and to the resolution of any disputes. Owner and Contractor agree that the federal and state courts located in Monroe County, Florida shall have personal and subject matter jurisdiction over any disputes, and that venue is appropriate in Monroe County, Florida.

ARTICLE 13. TERMINATION OF THE CONTRACT

- 13.1** Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:
- 13.1.1** If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee.

Initialed by: Owner ____ Contractor ____

13.1.2 In the event of a default by the Owner or Contractor, the non-defaulting party may state its intention to comply with the contract and proceed for specific performance.

13.1.3 In the case of a defaulting Owner, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property, together with the expected profit that Contractor would have earned on the work that was not completed because of the termination.

ARTICLE 14. ATTORNEY FEES

14.1 In the event of any litigation relating to the project, project performance or this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

ARTICLE 15. WAIVER OF DAMAGES

15.1.1 Owner and Contractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. Specifically, Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Contractor agrees to waive damages including but not limited to loss of business, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this paragraph shall also apply to the termination of this Agreement and shall survive such termination.

EXECUTED on this _____ day of _____, 20__.
Signed in the presence of:

Contractor Signature

Owner Signature

Printed name

Printed name

Title

Title

Initialed by: Owner ____ Contractor ____

Exhibit A

Florida Keys Community College
Bid #09-001 - Culverts and Maintenance Dredging Project

Pricing and Scope of Work

Pricing

1.	Maintenance Dredging	1	Lump Sum	\$ 676,000
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Dredging includes placing sediment curtains along the dive lagoon western edge, pipeline, service boat, fuel barge, and Dredge Pack computer program for horizontal and vertical control. The Florida Department of Environmental Protection permit will be modified to include dredging the lagoon to depth sufficient to remove the sediment down to a maximum of -40 feet, and allow return water to the lagoon. According to recent sediment samples collected by FKCC personnel and analyzed by a State certified analytical laboratory, the dredge material meets Florida Residential Soil Cleanup Standards for metals and polyaromatic hydrocarbons (PAH), allowing for use as clean fill. A four person crew will be provided for the duration of the dredging project. Pre- and post dredge bathymetric surveys are included in this bid.

This bid does not include: dredging deeper than -40 feet, the removal of contaminated material; dredging the lagoon south of the sediment wall constructed north of the Atocha timbers; removal of vehicles, debris, or equipment from the lagoon; or SCUBA or diving services before, during or after dredging.

Initialed by: Owner _____ Contractor _____

Work Description

Project Description - Dredging

- The portion of the Florida Keys Community College dive lagoon adjacent to the four floating docks, up to the sediment wall constructed north of the Atocha timbers, will be dredged by hydraulic dredging to remove accumulated sediment down to a maximum of -40 feet below the water surface.
- A maximum of 15,000 cubic yards of material will be removed from the dive lagoon.
- The dredged material will be pumped by pipeline into Geotubes, or alternative dewatering equipment, located in the adjacent parking lot northeast of the lagoon.
- No large rock material is to be removed by the dredging operation.
- All obstacles (vessels, vehicles, pipes, submerged equipment) will be removed at FKCC's expense prior to dredging the dive lagoon.
- Dredged material will be dewatered in the Geotubes, or alternative dewatering equipment, until sufficiently dry to either use on-campus or be hauled away.
- Owner is responsible for contracting for offsite sediment disposal.
- Filtered water from the dewatering operation will be collected and channelized back into the lagoon.
- The existing Florida Department of Environmental Protection Environmental Resource Permit 44-0253951-001 (ERP) will be modified to allow for accumulated sediment removal, return water into the lagoon, and offsite disposal of the dredged material, if needed. Modifying the permit is expected to take 90 days.
- Dredging will be conducted by hydraulic dredge.
- We expect an average production rate of 50 cubic yards (yd³) per hour for 6 hours/day run time (based on 12 hour days) or 300 yd³/day.
- We prefer to work 7 days/week, assuming 6 days with 1 day contingency per week for approximately 6 weeks. Assume a range of 5-7 weeks after dredging begins.
- The dredge barge drafts 3.5 feet and is 18' wide. The sediment pipe will be submerged during operation and plainly marked.
- A post-dredge hydrographic survey will be to document final lagoon depths.

Special Conditions

Turbidity will be monitored as required in the ERP. Turbidity will be measured with a calibrated field detection photometer instrument and recorded on a monitoring log sheet.

Dredge America is a licensed dredger in Palm Beach County, the only regulatory agency in Florida that issues licenses for dredging operations. Appropriate required City licenses will be acquired.

Initialed by: Owner _____ Contractor _____

Hydraulic Dredging Operation Sequence

1. Modify ERP for proposed dredging operations.
2. Conduct bathymetric survey of lagoon area.
3. Ship pipe, tools, boats, and Conex box to staging site.
4. Fuse pipe into 400-500' lengths with heat fusers.
5. Stockpile rafted pipe lengths in water near dredging location.
6. Unload dredge into lagoon.
7. Layout Geotubes in adjacent parking lot northeast of the lagoon, or mobilize alternate dewatering equipment.
8. Install sediment curtains along western wall of dive lagoon.
9. Dredge the lagoon pumping the material into Geotubes or alternate dewatering equipment.
10. Demobilize and remove all dredging equipment from water and staging areas.
11. Project will be considered complete when survey shows area dredged is elevation minus 40 and dredging equipment is mobilized offsite. Disposal of material after dewatering is the responsibility of the owner.

Initialed by: Owner ____ Contractor ____

Florida Keys Community College Board of Trustees
September, 2009

SUBJECT: Florida Keys Community College Interinstitutional Articulation Agreement

PROPOSED BOARD ACTION

To approve Interinstitutional Articulation Agreement with Island Christian School

AUTHORITY FOR BOARD ACTION

Florida Statutes.1001.64

BACKGROUND INFORMATION

Florida Statue 1007.271 (2) allows for students enrolled in a private school to qualify for Dual Enrollment. The agreement outlines procedures and policies that allow Island Christian School students to participate in Dual Enrollment at FKCC. This current agreement was developed with input from both Island Christian Academy and Florida Keys Community College.

Supporting Documentation Included: Interinstitutional Articulation Agreement, Letter of Understanding 2010 Cultural American Music Program, Agreement for Marine Technology/Nautical Science Dual Enrollment

Facilitators/Presenters: Michael McPherson

INTERINSTITUTIONAL AGREEMENT BETWEEN

**ISLAND CHRISTIAN SCHOOL
AND
FLORIDA KEYS COMMUNITY COLLEGE**

Reference:	s.s. 1007.23	s.s. 1007.271
	s.s. 1007.235	s.s. 1007.272
	s.s. 1007.24	6A-10.0315 F.A.C.
	s.s. 1007.25	6A-10.0242 F.A.C.
	6A-10.024 F.A.C.	6A-14.031 F.A.C.
	6A-10.033 F.A.C.	

This agreement made and entered into on this 1st day of August, 2009, by and between **ISLAND CHRISTIAN SCHOOL**, hereinafter called ICS, and **FLORIDA KEYS COMMUNITY COLLEGE**, hereinafter called the College.

WITNESSETH

WHEREAS the College offers a number of courses and programs designed for the advanced and high achievement students; and

WHEREAS ICS wishes to make courses and programs for advanced achievement students available to students who are enrolled in high school; and

WHEREAS the College and ICS recognize a common mandate to provide needed educational services to the people of Monroe County; and

WHEREAS the common objective of providing such educational services may best be achieved in the most economical manner through joint and coordinated action of the College and ICS; and

WHEREAS Florida Statutes and State Board of Education Rules provide a mechanism for achieving this common objective.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

- I. The College shall make available special college level instruction for selected students from ICS in the following general categories of dual enrollment programs. College level instruction is provided in accordance with Rules 6A-10.0242 and 6A-10.033 of the Florida Administrative Code, and sections 1007.23, 1007.271 and 1007.272 of the Florida Statutes. Special college-level instruction will be provided at the ICS during the normal school day and in accordance with the ICS schedule.

DUAL ENROLLMENT/DUAL CREDIT courses will be offered in high school facilities during regular class hours with instructor costs covered by ICS or on the College campus, with principal approval, as part of a regularly scheduled College class. Instructor costs for courses on the College campus will be covered by the College. In either case, registration, tuition, and laboratory fees will be covered by the College. Classroom materials and supplies will be paid by ICS.

EARLY ADMISSION (A Dual Enrollment/Dual Credit Option) - The student attends the College full-time during the last one or two semesters of high school with the approval of the high school principal and receives credit for both the high school diploma and the associate degree. These courses will be taught at the College, and all instructional fees will be paid by the College. The student is exempt from registration, matriculation, and laboratory fees. ICS will provide books in accordance with their textbook policy (where students purchase textbooks). Classroom materials and supplies will be paid for by ICS.

All dual enrollment ICS students shall be fully admitted to the College and shall be governed by all policies as they affect any student of the College. Students shall be entitled to the use of all College facilities and services. Students taking courses in ICS facilities will be subject to all rules and regulations of ICS. Students will only be eligible for classes offered in ICS or in College facilities.

- II. The college-level courses offered through the College Dual Enrollment/Dual Credit program must be coordinated with the Articulation Officer and the designee of ICS. Courses shall include those offered by the public community college, which are listed in the common course designation and numbering system as:

College credit courses (except physical education and leisure studies activities courses) which are acceptable toward fulfilling the requirements of a Baccalaureate degree; and Postsecondary vocational courses.

Dolphin Lab (OCB1301C) and Dolphin Studies and Field Experience: Cognitive & Behavioral Research with Marine Mammals (OCB2310) shall not be eligible for Dual Enrollment.

Rule 6A-10.024(17) F.A.C. states:

"When a student transfers among institutions that participate in the common course designation and numbering system, the receiving institution shall award credit for courses satisfactorily completed at the previous participating institutions when the courses are judged by the appropriate common course designation and number system faculty task forces to be equivalent to courses offered at the receiving institutions and are entered in the course numbering system. Credit so awarded can be used by transfer students to satisfy requirements in the institutions on the same basis as native students."

- III. ICS and the College have developed enrollment criteria and a screening process to identify and select students for enrollment in dual enrollment programs so as to assure that students selected

are appropriately prepared to benefit from college-level courses. The enrollment criteria are:

- A. Minimum 3.0 unweighted high school cumulative grade point average. The Vice President of Instructional Affairs and/or the Principal may, on an individual basis, grant exceptions to this requirement.
- B. Recommendation from the parent, guidance counselor, and the Principal.
- C. Expressed intent by the student to pursue a postsecondary degree.
- D. Meet all prerequisites for each course as outlined in the college catalog.

MINIMUM ENTRANCE REQUIREMENTS FOR THE DE/DC PROGRAM

CPT (SCALED SCORES)

Reading

83 & Above – No Prep
82-61 – REA 0003C
60-30 – REA 0002C
29-below See Counselor
or Testing Coordinator

English

83 & Above – No Prep
82 & Below – ENC 0020

Arithmetic

57 & Above – No Prep
56 & Below – MAT 0002

Elem. Algebra

98 & Above – No Prep
72-97 – MAT 1033;
STA 2023; & PHI 2100
71-below MAT 0024

ACT (STANDARD SCORES)

Reading

18 & Above – No Prep
17 & Below – REA 0002 & 0003

English

17 & Above – No Prep
16 & Below – ENC 0020

Mathematics

21 & Above – College Level Math
19 & 20 – MAT 1033; STA 2023;
PHI 2100
17 & 18 – MAT 0024
16 & Below – MAT 0002

SAT

Verbal

440 & Above - None
439 & Below - REA 0002; REA 0003 & ENC 0020
(meets the requirement for both
reading and English scores)

Mathematics

480 & Above-MAC 1105; MAC 1114; MGF 1106
479-440 - MAT 1033; PHI2100; STA 2023
439-400 - MAT 0024
399 & Below - MAT 0002

- IV. Students' progress subsequent to enrollment in dual enrollment courses shall be monitored by individual student assessment relative to each course. A student must maintain the minimum entrance criteria and successfully complete each dual enrollment course to remain in the program.

The College Enrollment Services office provides and maintains the necessary information and records essential to monitor the student educational progress, and to supply the information to other institutions upon written request. Transcripts of the permanent record of Florida Keys Community College will be furnished to other institutions or individuals upon written request. (There is a charge of \$10.00 for official copies. Student copies are provided at no cost.)

A record of progress and final credit relative to each course is also maintained within the ICS student record system.

- V. The Articulation Officer is responsible for the administration of this off-campus program, which includes development of the inter-institutional agreement, planning and conducting meetings, and communication with ICS and College offices involved. The Vice President of Instructional Affairs is responsible for approval of the instructors, curricula, assessment, and evaluation. The Director of Enrollment Services is responsible for registration, grades, and records. The Coordinator of Testing is responsible for verifying students meet placement requirements. The Director of Enrollment Services is responsible for collecting and maintaining required admissions papers. The Vice Provost will work directly with ICS, the Articulation Officer and other representatives of the College to assure completion of various responsibilities.
- VI. The Vice President of Instructional Affairs of the College will certify that instructors hired to teach dual enrollment courses will have the appropriate academic background for specific courses for which they are responsible, and provide instructional supervision in those cases deemed appropriate to maintain the quality of the program. Additionally, the College, ICS, and the students will evaluate the performance of the dual enrollment instructors according to the regular evaluation procedures used in each institution. Any instructor who is rated deficient will no longer be eligible to teach dual enrollment courses until such time that they are fully remediated and have been rated acceptable.
- VII. The College and ICS shall continue to carry out established articulation procedures to ensure close communication and effective planning.

An Articulation Committee consisting of the Vice President of Instructional Affairs, the Articulation Officer and the Upper Keys Center Director for the College, and the Principal of ICS will meet at least annually to assess procedures and suggest improvements.
- VIII. The President of the College and the Principal of ICS will publicize this agreement and take whatever actions necessary to affect the spirit of the Agreement within their respective organizations
- IX. The College and ICS warrant and agree that all dual enrollment programs shall meet the provisions of the current State of Florida laws. ICS will submit a written sworn notarized statement attesting to the fact that the school is in compliance with the secondary curriculum requirements of the State of Florida pursuant to Section 1003.43, Florida Statutes.
- X. In accordance with Section 1007.235 Florida Statutes, the interinstitutional articulation

agreement shall be completed prior to high school registration for the fall term of the following school year.

In witness whereof, Island Christian School and Florida Keys Community College have caused this contract to be executed by the undersigned officials as duly authorized on this 31st day of August, 2009.

**THE ISLAND CHRISTIAN SCHOOL
OF MONROE COUNTY, FLORIDA**

**TRUSTEES OF FLORIDA KEYS
COMMUNITY COLLEGE**

By: _____
Principal, James Roper

By: _____
Chair, Spencer Slate

By: _____
Registrar, Mary Allman

By: _____
President, Jill Landesberg-Boyle, Ph.D.

Florida Keys Community College Board of Trustees
September, 2009

SUBJECT: Florida Keys Community College Interinstitutional Articulation Agreement

PROPOSED BOARD ACTION

To re-approve the Interinstitutional Articulation Agreement (IAA) with the appropriate changes

AUTHORITY FOR BOARD ACTION

Florida Statutes.1001.64

BACKGROUND INFORMATION

Florida Statue 1007.235 requires school districts and community colleges to jointly develop a comprehensive articulated agreement in support of the dual enrollment program. This current agreement was developed with input from both Monroe County School District and Florida Keys Community College. The agreement was approved by the FKCC Board on the July 27th Board Meeting, but after that date changes needed to be made to the document. A change was made to exclude two high cost courses from the Dual Enrollment list and a change was made to outline procedures for accommodating out of District Dual Enrollment students. In addition to the standard IAA, the Letter of Understanding 2010 Cultural American Music Program and the Agreement for Marine Technology/Nautical Science Dual Enrollment are included as they both involve Dual Enrollment. This version of the agreement that is being submitted has been approved by Monroe County School Board.

Supporting Documentation Included: Interinstitutional Articulation Agreement, Letter of Understanding 2010 Cultural American Music Program, Agreement for Marine Technology/Nautical Science Dual Enrollment

Facilitators/Presenters: Michael McPherson

INTERINSTITUTIONAL ARTICULATION AGREEMENT BETWEEN
SCHOOL BOARD OF MONROE COUNTY, FLORIDA
AND
FLORIDA KEYS COMMUNITY COLLEGE

WHEREAS, Section 1007.235, Florida Statutes, specifies the development of district interinstitutional articulation agreements between the School Board of Monroe County, Florida and the District Board of Trustees of Florida Keys Community College for the purpose of providing a primary framework within which all future interinstitutional objectives and activities shall be described, and

WHEREAS, the School Board of Monroe County, Florida hereinafter referred to as "MCSD", and the District Board of Trustees of Florida Keys Community College, hereinafter referred to as "FKCC" desire to implement the above statute, an articulation committee with representation from MCSD and FKCC shall be established. A committee shall be formed by MCSD and FKCC and shall meet annually to review the Interinstitutional Articulation Agreement.

The term of this agreement shall commence July 1, 2009, and end June 30, 2010. This agreement shall continue for annual terms beginning July 1, 2008 unless terminated as hereinafter provided.

- A. MCSD and FKCC shall review jointly this Agreement and performances of parties hereunder each year in order to assure both parties that it continues to serve their mutual interest.
- B. Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.

NOW, THEREFORE, MCSD and FKCC for the consideration hereinafter described, agree as follows:

ARTICLE I. Ratification of Agreements: The signing of this agreement shall attest to the ratification of the agreements between MCSD and FKCC listed below.

- CAMP Letter of Understanding
- Marine Technology/Nautical Science Agreement

ARTICLE II. Program Description: The Dual Enrollment/Early College program is the enrollment of an eligible secondary student in a post secondary course creditable toward high school completion, a career certificate or an associate degree. Dual Enrollment/Early College, an articulated acceleration mechanism between MCSD and FKCC, shall serve to shorten the time necessary for students to complete the requirements associated with the conference of a degree, broaden the scope of curricular options available to students, and increase the depth of study available for a particular subject by offering co-sponsored college credit courses to eligible high school students as provided in the Dual Enrollment/Early College Articulation Agreement. Students enrolled are exempt from the payment of registration, tuition, and laboratory fees.

Early admission is a form of Dual Enrollment/Early College permitting high school students to enroll in college or career courses on a full-time basis on FKCC campus. Early Admission students must be enrolled in their local high school and obtain advance approval from their high school principal to participate in the program ensuring that their college credits apply toward high school graduation. Participation in early admission shall be limited to students in grades 11 and 12.

Career early admission is a form of career Dual Enrollment/Early College through which eligible secondary students enroll full time in a career center or a community college in courses that are creditable toward the high school diploma and the certificate or associate degree. Participation in the career early admission program shall be limited to students who have completed a minimum of 6 semesters of full-time secondary enrollment, including studies undertaken in the ninth grade. As with all Dual Enrollment/Early College programs, student earn both high school and college/career credits for courses completed.

For special programs, a letter of understanding will be submitted to MCSD and FKCC to approve parameters of the program before advertised to the public.

FKCC and MCSD do hereby agree with each other as follows:

1. **Course Offerings** – College-level courses including college credit and vocational credit may be offered by FKCC for high school students participating in the Dual Enrollment/Early College Program. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours, after school hours and during summer terms. Students who meet the DE eligibility requirements shall be allowed to enroll in courses on the *Dual Enrollment -High School Subject Area Equivalency List*, <http://www.fldoe.org/articulation>. Courses on this list are guaranteed to satisfy high school graduation subject area requirements. Students may also enroll in other approved courses offered by FKCC that are listed in the Statewide Course Numbering System. These courses will count as elective credit toward high school graduation unless otherwise listed below.

Post Secondary Course Completed through Dual Enrollment		High School Graduation Subject Requirement Satisfied	High School Credit Awarded
OCB 2102C	Marine Data Collection	Science	1 credit

Dolphin Lab (OCB1301C) and Dolphin Studies and Field Experience: Cognitive & Behavioral Research with Marine Mammals (OCB2310) shall not be eligible for Dual Enrollment.

Approved courses shall be credit-bearing courses leading to the completion of an associate degree or vocational certificate and shall not include remedial or physical education skills courses.

Approval to enroll in a Dual Enrollment/Early College course does not guarantee applicability toward satisfaction of requirements for eligibility for Bright Futures scholarships.

2. **Faculty** – FKCC shall assume responsibility for the maintenance of the instructional quality (F.S. 1007.235(2)(b)8). Dual Enrollment/Early College instructors shall be MCSD teachers selected through mutual agreement between FKCC and the respective high school principal or regularly employed faculty of FKCC. A high school teacher selected to teach Dual Enrollment/Early College will be designated as an adjunct faculty member of FKCC and therefore must meet the credentialing standards required by the Commission on Colleges of the Southern Association of Colleges and Schools. All instructors teaching high school based Dual Enrollment/Early College classes will be required to attend a FKCC orientation meeting at the beginning of each school year. At this meeting MCSD faculty will be provided with:

- the current FKCC faculty handbook
- the current FKCC student handbook
- the name of a full-time faculty contact from FKCC in the same discipline
- the criteria used for teacher evaluation by a FKCC faculty member or FKCC administrator
- the college-wide grading expectations and guidelines

As required by FKCC policy, the faculty/course shall be evaluated by the approved student evaluation instrument and by the FKCC academic department head or an FKCC designee appointed by the Provost.

Where applicable, each party shall ensure all instructors having contact with minors are in compliance with sections 1012.32, 1012.465 and, Florida Statutes (2005) as well as with the requirements of House Bill 1877, The Jessica Lunsford Act (2005).

3. **Parent and Student Notification** – FKCC and MCSD will engage in an extensive joint public relations campaign. Each year, prior to the beginning of the joint DE publicity campaign, MCSD administration will ascertain that principals and guidance counselors understand that facilitating DE participation is a priority of the District and the College; FKCC shall do likewise with its faculty and staff. FKCC representatives will meet with each high school principal prior to the beginning of school to determine dates of school events at which Dual Enrollment can be promoted. At the events agreed upon by both parties, FKCC representatives will notify students and parents of the option to participate and the student guidelines for the application process. The school principal or guidance counselors will ask FKCC staff to be available to speak to 8th grade students regarding Dual Enrollment/Early College prior to students completing their ePersonal Education Planner (ePEP) and selecting their Major Area of interest. Included in the orientation will be a discussion of the purpose of Dual Enrollment/Early College, types of college degrees, career planning, and the implications of establishing a college transcript while still in high school. As freshman, students will be informed of eligibility criteria and options for taking DE courses beyond the regular school year, including taking classes during school hours, after school hours, and during the summer terms.
4. **Student Eligibility** – MCSD and FKCC have developed enrollment criteria and a screening process to identify and select students for enrollment in Dual Enrollment/Early College Programs as to assure that students selected are appropriately prepared to benefit from college-level courses. The enrollment criteria are:
 - Completion of grade 9.
 - Students who have completed one semester of grade 9 will be allowed to receive dual enrollment credit on a case by case basis. Students must have passing scores on CPT reading and math or concordant scores on the ACT or SAT.
 - An unweighted GPA of 3.0 and demonstrated readiness for college course work through scores on the College Placement Test (CPT), ACT and/or SAT. Participation in vocational college credit Dual Enrollment/Early College requires a 2.0 unweighted GPA. For students who do not meet the GPA requirements, the high school principal may make a recommendation to the Provost and/or Vice Provost to grant an exception.
 - Recommendation from the guidance counselor, or the principal.
 - Expressed intent by the student to pursue a postsecondary degree or vocational certificate.
 - Students must meet the prerequisites listed in the college catalog.
https://star5a.fkcc.edu/prod/bwckctlg.p_disp_dyn_ctlg Students must obtain instructor's permission to register for a course for which they have not met course prerequisites. This is done at the instructor's discretion. Instructors must complete an instructor's permission form.
 - In accordance with a student's documented IEP transition plan, MCSD and FKCC will allow Students with Disabilities on Special Diploma to be granted exemption from the GPA admission requirements.
 - Out of county students who are eligible for Dual Enrollment and who enroll for the summer term at a Monroe County High School will be allowed to participate in Dual Enrollment. These students will be required to provide transcripts and a letter of recommendation from an administrator from their previous high school. This letter of recommendation must include specific courses that would be beneficial to the student as Dual Enrollment. If these requirements are met, a Monroe County School administrator from the enrolling school may authorize the student to participate in Dual Enrollment.

The chart on the following page indicates the required test scores for placement:

PREREQUISITE DEFINITIONS

Florida College Entrance Level Placement Test				
Test Code	Test Name		Placement	
CPTR	College Placement Test	Reading	83 & above	No Preparatory Course Required
			82 - 61	REA 0003C-Reading II
			60 - 30	REA 0002C-Reading I
			29 & below	See Counselor or Testing Coordinator for more information
CPTL	College Placement Test	Language Sentences	83 & above	No Preparatory Course Required
			82 & below	ENC 0020-Communication Skills
CPTA	College Placement Test	Arithmetic	57 & above	None or QMB 1001; MTB 1350
			56 & below	MAT 0002-Basic Arithmetic
CPTE	College Placement Test	Elementary Algebra	98 & above	MAC 1105; MGF 1106; MAC 1114
			72 - 97	MAT 1033; STA 2023; PHI 2100
			71 & below	MAT 0024
ACT				
Test Code	Test Name		Placement	
A03	ACT Verbal	Reading	18 & above	No Preparatory Course Required
			17 & below	REA 0002C-Reading I & REA 0003C-Reading II
A01	ACT Verbal	English	17 & above	No Preparatory Course Required
			16 & below	ENC 0020-Communication Skills
A02	ACT Math	Arithmetic	21 & above	MAC 1105; MGF 1106; MAC 1114
			19 - 20	MAT 1033; STA 2023; PHI 2100
			17 - 18	MAT 0024
			16 & below	MAT 0002
SAT				
Test Code	Test Name		Placement	
S01	Reading And English (Verbal Score)		440 & above	No Preparatory Course Required
			439 & below	REA 0002C-Reading I REA 0003C-Reading II & ENC 0020-Communication Skills
S02	Mathematics		480 & above	MAC 1105; MGF 1106; MAC 1114
			479 - 440	MAT 1033; STA 2023; PHI 2100
			439 - 400	MAT 0024
			399 & below	MAT 0002

Grade 10 FCAT			
Test Code	Test Name	Placement	
	Grade 10 FCAT Reading	Level 4 & 5	ENC 1101
	Grade 10 FCAT Math	Level 5	MAC 1105

5. **CPT Testing** – The CPT will be administered to high school students by FKCC upon request by the MCSD high school principal or counselor at times and places based on mutual agreement. This test date will vary by campus. The 45 day waiting period can be waived by request of the principal or counselor.

For students that are testing by individual appointment at an FKCC site, [A College Placement Test \(CPT\) Authorization Form](#) must be completed by the principal or high school counselor to permit the prospective Dual Enrollment/Early College students to test. The student must bring the completed form to the FKCC assessment staff member on the date the test has been scheduled. This form will be provided to each high school.

The CPT may be administered at a testing center at FKCC or on the high school campus as arranged with the high school. Reasonable accommodations will be provided at the test site for the administration of the CPT to students with disabilities.

FKCC will be responsible for providing test security, procedures and instructions at all testing sites. An FKCC assessment staff member will provide test materials and test administration at all testing sessions.

The CPT will be administered on an agreed upon schedule with each participating high school and FKCC. The individual testing administration will be scheduled to all for the full-time period allowed for the administration of the CPT.

The CPT may be administered to students in high school as determined by each participating high school principal. Each high school will be responsible for notifying students about the test.

FKCC will provide the CPT test materials at no charge to MCSD students to qualify for dual enrollment for the administration of the first two testing attempts. Additional request for CPT test administration will be charged to the student at a rate of \$10 per re-test. Students who are testing under SB1908 requirements will not be charged for CPT Testing.

FKCC will provide test results for individual students immediately following the test. Aggregate electronic results files will be provided to each high school and the MCSD district office at the end of each semester or as requested.

13 Digit Student ID for CPT Testing

Digits 1 and 2 should contain letters which correspond to the reason for taking the CPT test:

SB (SB1908 students) or **DE** (Dual Enrollment students)

Digit 3 should contain one letter that corresponds to the student’s high school:

K (KWHS), **M** (MHS) or **C** (CSHS)

Digits 4 – 13 should correspond to the student’s Florida Student Identifier (MCSD Student Number):

123456789X

Example: SBK222334444X, this student would be a SB1908 student from KWHS.

6. **Student Advising** – High school counselors are responsible for advising students relative to their Dual Enrollment/Early College curricular choices and insuring that they meet the requirements for high school graduation.

All students are strongly encouraged to meet with their high school guidance counselors to determine the appropriate courses to meet their high school graduation requirements and count toward postsecondary academic goals. This step applies to students taking classes at the high school location as well as to those enrolled at an FKCC campus.

Florida Keys Community College will provide academic advising services for students participating in the Dual Enrollment/Early College Program that will consist of the following components:

At or near the start of the student's first term of enrollment, he/she will be contacted by FKCC and provided the opportunity for an in-person advising session. Advising sessions will be provided at the high school or college site. As part of the advising session, the following topics will be covered:

- FKCC program options
- Program planning
- Common pre-requisite planning
- Methods for coordinating high school and college course planning
- Financial aid

Dual enrolled students will have the same access to advising and program planning tools and resources that traditional college students have.

Students will be provided access to a qualified college advisor (Dual Enrollment/Early College coordinator, academic advisor, center director, counselor, etc.) on an appointment basis throughout the year.

The college and the district will make use of jointly agreed-upon advising documents designed to assist students with program planning and course decisions.

7. **Orientation** – All Dual Enrollment/Early College students are required to attend a New Student Orientation session that will provide a helpful introduction to the college campus experience either on FKCC campus or at the high schools. Orientation should be completed during or prior to the first month of class and must be completed within the first term of enrollment. Failure to attend a New Student Orientation within the first term of enrollment will prevent subsequent enrollment until this requirement is met. Students will be provided with information on how to access the college library and obtaining a library card during these sessions. Orientations are scheduled on the FKCC main campus throughout the year.

- **Orientation at the High School**
Students participating in Dual Enrollment/Early College courses held at their high schools should ask their guidance counselors if an orientation will be held at their high school location. Orientations at participating high schools are typically offered during the first month of class. Sessions will be scheduled with the guidance counselors at each high school site. Students who are unable to attend a session at their high school are responsible for scheduling an orientation at the FKCC main campus.
- **Orientation at Florida Keys Community College**

- Orientations are scheduled on the FKCC main campus throughout the year.

8. **Student Registration** – For students taking Dual Enrollment/Early College courses on the high school campus, a student must complete the Dual Enrollment Application for Admission. The Dual Enrollment Application for Admission includes certification of a student's eligibility in regard to grade point average and assessment scores. This application is available online at www.fkcc.edu or through the high school guidance office. A student must be fully registered at FKCC to enroll in a dual enrollment course taught on the high school campus. Therefore, high schools may not list a dual enrollment course on a student's high school schedule until FKCC approves course rosters.

The [Dual Enrollment Application for Admission](#) for prospective dual enrollment students must be submitted to the high school guidance office by June 30th for the following academic year. Exceptions may be made for transfer students and course schedule adjustments on a case by case basis.

For students taking Dual Enrollment/Early College courses on the college campus, a student must submit an [Application for Admission](#) and a [Dual Enrollment Authorization Form](#).

MCS D will provide rosters and the Dual Enrollment Application for Admission of their Dual Enrollment/Early College courses to the office of Enrollment Services no later than two weeks from the start of their term.

MCS D instructors will enter their final grades via the FKCC online services no later than one week from the end of their term.

9. **Curriculum Standards** – All courses taught as part of Dual Enrollment/Early College must meet the postsecondary course content requirement as specified in the Statewide Course Numbering System.

Each Dual Enrollment/Early College faculty member will be provided with a copy of course plans/objectives for the college course they are teaching by the FKCC Instructional staff. In addition, they will be provided with additional requirements for Gordon Rule courses, if applicable. All course objectives must be included in the instructional plan and "covered" per the syllabus during the term.

Each Dual Enrollment/Early College teacher shall file a copy of their current course syllabus with the discipline/department chair of FKCC prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses.

Dual Enrollment/Early College faculty must file a copy of their course final exam to FKCC. The exams will be reviewed for comprehensiveness and approved by the appropriate curriculum/department chair in assessing expected learning outcomes and feedback will be provided as appropriate to the instructor and the high school principal.

Course requirements in terms of texts, papers, or other assignments for Dual Enrollment/Early College students shall be at the same level of rigor or depth as those for all non-Dual Enrollment/Early College postsecondary students. Dual Enrollment/Early College courses taught on a high school campus are expected to maintain a college-like atmosphere with minimal interruptions of instructional time. Student behavior which is disruptive to the learning environment may result in that student's loss of Dual Enrollment/Early College eligibility.

10. **Grades, Credits and Withdrawals** – (F.S. 1007.271(16)) requires districts to "weigh Dual Enrollment/Early College courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated." MCS D will award weighted credits as specified in the Student Progression Plan.

MCSO will accept Dual Enrollment/Early College course grades from FKCC's official college transcript, and enter the SCNS course prefix/number and grade, including a W code to the high school transcript.

- If the high school student withdraws from college course by the college "drop-add" deadline and the FKCC transcript does not reflect a course or grade, the high school can omit the entry of the postsecondary course to the high school transcript.
- If a student withdraws from a Dual Enrollment/Early College course and FKCC coded the withdrawal with a "W" code, the high school must enter a "W" code for the Dual Enrollment/Early College course to the high school transcript.

11. **Student Monitoring** – To monitor student progress, the instructor will contact the high school counselor and FKCC advising staff if a student is not mastering the class and is in danger of receiving a D or F. The high school counselor will contact the student and discuss the situation and options for success.

12. **College Transcripts and Grade Reporting** – At the end of each term, FKCC will provide the principal of each high school with final grades for all students enrolled under the provisions of this Agreement. This same information shall be provided to the MCSO Dual Enrollment/Early College coordinator.

All full time and adjunct faculty teaching Dual Enrollment/Early College classes must observe college procedures/deadlines for submission of grades in the appropriate format. Dual Enrollment/Early College instructors will use FKCC's online services to submit grades.

13. **Repeating a Course** – A student is allowed to repeat a course only two times in order to improve a failing grade ("D" or "F"). Only the last grade earned in a repeated course will be computed into the grade point average, provided the last assigned grade is not a "W" (withdrawal) or an "X" (audit). However, all courses attempted will appear on the transcript. Students should be aware that some private or out-of-state colleges and universities may not accept a repeated course and may compute the initial grade in the grade point average. Some Florida State Universities may include both attempts (grades) in their final computation of the grade point average. Students may not repeat a course to improve grade point average after the awarding of the Associate in Arts, Associate in Science, and/or the Associate in Applied Science degrees. Courses may be repeated if they are designated as repeatable, such as choir, music or other individualized courses of study; or if they are required to be repeated by a regulatory agency; or are being repeated as part of a regulatory requirement for continuing education to stay current in a field, such as teacher certification.

14. **Total Attempts** – This policy applies to college-level and college preparatory courses taken for the first time beginning with Fall Semester 1997. Only Florida Keys Community College courses are counted in attempts. Repeatable courses, required to be repeated by a regulatory agency, or courses being repeated as part of a regulatory requirement for continuing education to stay current in a field, such as teacher certification, will not be applied to this policy. A student can only repeat a course in which they have earned a grade of "D" or "F". A student may have only three (3) attempts per course including the original grade, repeat grades, and withdrawals at any point in the semester. On the third attempt, and thereafter a student will be assessed 100% of the full cost of instruction (non-Florida resident rates) of the course. A fourth attempt may be allowed only through an academic appeals process based on major extenuating circumstances. Audit enrollments shall not count as attempts unless such enrollment is declared after the end of the drop/add period. College preparatory students, who are required to be certified as completing competency-based college preparatory instruction, shall not be enrolled as audits.

15. **Financial Arrangements (Responsibility for Cost)** – As part of the cooperative efforts between MCSO and FKCC, each agency shall be responsible for its own cost of instructors hired to teach Dual Enrollment/Early College courses. FKCC will not charge MCSO for cost associated with the Marine Mechanics program held on the FKCC campus. Instructional materials used in the Dual

Enrollment/Early College/Dual Credit program must have a life of at least three (3) years or if changed before then, must be approved by the Articulation Committee. MCSD will pay for the cost of student textbooks. FKCC will provide classroom space and other campus amenities to the Keys Center free of charge.

16. **Textbooks** – Textbooks/instructional materials used in Dual Enrollment/Early College classes must be the same or comparable with those used in other postsecondary courses at the college with the same course prefix and number. FKCC Instructional staff will advise the school district of instructional material requirements as soon as that information becomes available, but not later than one term prior to a course being offered. Textbooks shall be provided to the student at no cost. Textbooks purchased by MCSD remain the property of the school district and must be returned by students at the end of each term. Student and school textbook procedures are listed below.

Student Textbook Procedures

1. To receive required dual enrollment textbooks, students should fax the following documents to University Books Online (Fax Number: 908-687-4255)
2. Dual Enrollment Authorization Form
3. FKCC Registration Receipt
4. Textbook Order Form
5. The textbooks will be shipped directly to the student's home.
6. All textbooks must be returned to the high school within 5 days of the conclusion of the course(s).
7. If students have received or ordered a textbook and the course that they have registered for at FKCC is cancelled, they must notify their high school counselor immediately and return the textbook.
8. After returning DE Textbooks to the high school at the end of the semester, the textbooks will be returned to University Books Online. Students must take care of textbooks so that they can be returned.

School Textbook Procedures

1. A list of students who have received textbooks will be sent to the school before the end of the semester.
2. A reminder letter for each student to return the textbooks will be sent to the school.
3. The school will collect the textbooks and send them to a designated person at the Admin Building.
4. When courses are cancelled at FKCC and students have ordered or received a textbook, notify and return the textbooks to a designated person. The textbook will be mailed back to the company for a full refund.

17. **Transportation** – Transportation for any student receiving Dual Enrollment/Early College instruction at any facility other than an MCSD school campus shall be provided by the student or the parent of such students.
18. **Tuition and Fees** – Dual Credit students shall be exempt from the payment of registration, tuition, laboratory, and book fees (F.S. 1007.271(13)).
19. **FAFSA Training for Parents** – MCSD will provide FAFSA information to interested parents and guardians of high school seniors.

ARTICLE III. Postsecondary Remediation Reduction:

In an effort to reduce postsecondary remediation, FKCC and MCSD agree to engage in early academic assessment. FKCC agrees to administer the College Placement Test (CPT) to 11th grade students who are identified by MCSD. MCSD will identify students who have indicated an interest in postsecondary education, who score at Level 2 or Level 3 on the reading portion of the grade 10 FCAT or Level 2, Level 3, or Level 4 on the mathematics portion of the grade 10 FCAT and have not been exempted from the CPT because of specified scores on the ACT or SAT. (ACT – Reading, 18; English, 17; Mathematics, 19 or SAT – Verbal, 440; Mathematics, 440)

MCSD will notify the students identified and will schedule them for testing on a dates agreed upon by MCSD and FKCC. Students will be administered the computerized version of the CPT at their respective high schools on the agreed upon dates. Students unable to attend the CPT testing at the high school will be required to test at one of FKCC's 3 campuses. To accommodate testing, MCSD will provide FKCC access to computers with internet access and a suitable testing area. The test will be proctored by FKCC personnel. FKCC and MCSD will make every effort to schedule testing in the second semester of the student's Junior year to diagnosis the need for postsecondary remediation. Students who demonstrate readiness by achieving the minimum CPT test scores established by the state board (CPT – Reading, 83; Writing, 83; Mathematics, 72) and enroll at FKCC within 2 years of achieving such scores shall not be required to enroll in remediation courses as a condition of acceptance to FKCC. FKCC will provide an electronic results file to MCSD following testing for SB1908. MCSD will include CPT test scores on high school student's transcripts. The students needing remediation may enroll in the college readiness courses required: Math for College Readiness, Math for College Success, Writing for College Success and Reading for College Success. FKCC will administer the CPT test to students completing the college readiness courses.

High School CPT Testing Procedures for SB1908

1. A person at each high school will be chosen as the point person to receive all the information regarding SB1908, CPT testing and college readiness. This legislation deals with testing and scheduling, and course offerings.
2. Schools will receive informational letters to be sent home to the parents of each student who qualifies for CPT testing in reading and/or math. These letters will be distributed to the students by their math and English teachers.
3. A survey document for each student to determine a student's college intent will be provided to each school.
4. A designated person at the school will receive an excel spread sheet with the list of students who may be required to take the reading and/or math CPT test (depending on if they are interested in attending college). This person will compile which students are interested in attending college after graduation and update the spreadsheet with this information.
5. The updated spreadsheet should be returned to the district office.
6. Schools should organize CPT testing arrangements with FKCC. CPT testing must be completed in a timely manner. The results of this testing could impact scheduling remediation courses for next year's seniors.
7. FKCC will send an electronic file with the CPT testing results to MCSD.
8. CPT testing scores will be added into the MCSD database.
9. Counselors will discuss the following with students: CPT scores and there implication for college readiness, and placement into remedial high school courses developed by the state.

Senate Bill 1908 Implementation: High School Mathematics Courses

Two mathematics course options exist to help better prepare students for college. *Mathematics for College Success*, a .5 high school elective credit course, closely corresponds to the college developmental education course, *Elementary Algebra* (MAT 0024), which is a non-college credit course and is considered remediation. *Mathematics for College Readiness*, a 1.0 high school mathematics credit course, resembles the college credit course, *Intermediate Algebra* (MAT 1033), which is not considered remediation at the college level, although it is not deemed of sufficient college rigor to "count" as satisfying a college General Education requirement. As such, it is important to make this distinction apparent to high school students taking these courses as a means to meet college readiness standards. Please see the chart on the following page describing the differences between these course options.

High School				Postsecondary			
Course Number	Course Title	Credit	Graduation Requirement Satisfied	Course Number	Course Title	Credit Type	Degree Requirement Satisfied
1200410	Math for College Success	0.5	Elective	MAT 0024	Elementary Algebra	Remedial "0" College Credit	Not Applied to Degree
1200700	Math for College Readiness	1.0	Mathematics	MAT 1033	Intermediate Algebra	College Credit 3.0	Elective, Applied to Degree

Mathematics for College Success prepares students for Intermediate Algebra, the entry-level college credit mathematics course that satisfies an elective requirement within a degree program. **For students successfully passing *Mathematics for College Success* with a “C” or better, including passing the statewide Basic Skills Test at or above 74, it is guaranteed that the student will be eligible for enrollment in MAT 1033 without further placement testing or remediation within two years of completing the course.** High school students who pass *Mathematics for College Success* in the first semester of their senior year be encouraged to dual enroll in MAT 1033 during the second semester of their senior year. Passing MAT 1033 with a grade of “C” or better via dual enrollment would enable students to move directly into MAC 1105, College Algebra, once they graduate from high school and are admitted to a college within The Florida College System. Grade point average eligibility requirements for dual enrollment may be waived by FKCC for students enrolling in MAT1033 after successfully completing *Mathematics for College Success*.

Mathematics for College Readiness is intended to prepare students for *College Algebra*, which is a course that satisfies a mathematics general education requirement at every public postsecondary institution in Florida. For placement into high school *Mathematics for College Readiness*, students must score within the 72-97 range on the College Placement Test (CPT) to ensure readiness for college level coursework, or have passed high school Algebra II with a grade of “C” or better. Students, parents, and counselors should carefully consider individual readiness for success in this course prior to enrollment. **In order for students who successfully complete *Math for College Readiness* to be guaranteed entry into *College Algebra* without additional coursework, they will need to score at least a 98 on the CPT taken at the end of the course. Arrangements for this administration will be made between MCSD and FKCC.**

As high school counselors discuss course options with students, it is important to inform students of which postsecondary courses they most likely will be prepared for when they get to college. *Mathematics for College Readiness* is aligned with a college level mathematics course in The Florida College System and should be considered college preparatory rather than remediation. It is a mathematics course option that meets high school graduation requirements. Therefore, the high school mathematics **remediation option**, *Mathematics for College Success*, should be made available to those students who do not meet the State Board of Education defined cut score of 72 on the CPT and indicate an interest.

In order to facilitate the seamless education of students, MCSD recommends the following:

- High School Counselors will carefully screen potential students for college readiness and Dual Enrollment/Early College classes.
- High School teachers and counselors will encourage qualified students to take the CPT test.
- High School Counselors will inform parents of Dual Enrollment/Early College opportunities at registration meetings.
- Students will be screened, beginning in the ninth grade, and will be placed in “intensive classes” to improve their skills in reading, math, and writing.
- Counselors and/or teachers will guide students in performing “interest surveys” and will outline classes/programs for students to take while attending universities/community colleges.
- Counselors will meet with students in their tenth, eleventh, and twelfth grade years to discuss college readiness and their plans for post-secondary education.

In order to facilitate the seamless education of students, the College recommends the following:

- Administer CPT to interested high school students, to identify college readiness.
- In an effort to better prepare high school students for the appropriate CPT, students will be provided with brochures and an opportunity to participate in information sessions.
- Conduct articulation workshops with high school guidance counselors, College and Career Advisor Program Specialists (CCAPS) and College Student Services staff to disseminate and share information.
- In an effort to annually update district staff and school principals on program requirements, the College Provost will present information at a District Planning Team meeting which includes all principals and instructional staff.
- Conduct activities in an effort to inform students and parents of available programs and eligibility requirements.
- Enable eligible students from all three high schools to participate in the College Reach-Out (CROP), a program designed to further the Legislature’s intent of increasing the number of students successfully completing a postsecondary education. The primary object of CROP is to strengthen the educational motivation and preparation of low-income and educationally disadvantaged students in grades 6 – 12.

Pursuant with F.S. 1007.235(c), the Articulation Committee shall annually analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs. Results of the assessment shall annually be presented to the School Board and the College Board of Trustees.

ARTICLE IV. Promotion of Career/Technical Preparation:

MCSD and FKCC will form a committee to explore CTE Dual Enrollment/Early College offerings for student success. This committee will make recommendations concerning what CTE programs will be offered though Dual Enrollment/Early College and the requirements for students to participate.

ARTICLE V. Teacher Preparation Plan:

Due to the continuous need for teachers in the Monroe County School System, FKCC will develop a system to support students who are interested in teaching and who will return to teach in the Monroe County School System.

FKCC will institute an Educator Preparation Institute (EPI) to facilitate alternative certification for prospective or current teachers with degrees from non-education programs. The EPI program will meet state requirements and include modeling of instructional strategies that participants can translate into classroom practice. FKCC staff will coordinate with MCSD staff to ensure that EPI aligns with the induction program and professional development protocol.

ARTICLE VI. Evaluation:

FKCC shall conduct follow-up analysis on grades of Dual Enrollment/Early College students in subsequent college courses taken at FKCC to ensure that level of preparation and future success is comparable with non-DE postsecondary students.

FKCC and MCSD shall conduct course/instructor evaluations for Dual Enrollment/Early College classes on the high school campus, consistent with those used in all other FKCC college classes.

FKCC and MCSD shall conduct follow-up on Dual Enrollment/Early College course offerings to ensure that grading standards and outcomes are comparable to non-Dual Enrollment/Early College sections. Results will be shared/reviewed with MCSD.

IN TESTIMONY WHEREOF, THE DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA

AND THE

DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

Hereto have caused this contract to be executed by the undersigned officials as duly authorized on this ___ day of ___ 2009.

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

BY: _____
Chairperson, Andy Griffiths Date

BY: _____
Acting Superintendent, Michael J. Henriquez Date

THE DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

BY: _____

Chairperson, Spencer Slate

Date

BY: _____

President, Dr. Jill Landesberg-Boyle

Date

Letter of Understanding

2010 Cultural American Music Program (CAMP and Careers)

Student Eligibility

MCSD and FKCC have developed enrollment criteria and a screening process to identify and select students for enrollment in Dual Enrollment CAMP as to assure that students selected are appropriately prepared to benefit from college-level courses. The enrollment criteria are:

- *Completion of grade 9.*
- *Students who have completed one semester of grade 9 will be allowed to receive dual enrollment credit on a case by case basis. Students must have passing scores on CPT reading and math or concordant scores on the ACT or SAT.*
- *Participation in academic (General Education) Dual Enrollment requires a 3.0 unweighted GPA.*
- *Demonstration of readiness for college course work through scores on the College Placement Test (CPT), ACT and/or SAT as required per course. FKCC will provide the CPT Test to CAMP students on request at no charge.*

Participation in career Dual Enrollment requires a 2.0 unweighted GPA.

For students who do not meet the GPA requirements, the high school principal may make a recommendation that the Provost grant an exception. Through the District CAMP Liaison the CAMP Student Services Coordinator will work with high school principals on an individual student basis to determine whether an exception will be approved in the case of a request for an exception.

Enrollment and Grade Procedures

- *Out of county students who are eligible for Dual Enrollment and who enroll for the summer term at a Monroe County High School will be allowed to participate in Dual Enrollment. These students will be required to provide transcripts and a letter of recommendation from an administrator from their previous high school. This letter of recommendation must include specific courses that would be beneficial to the student as Dual Enrollment. If these requirements are met, a Monroe County School administrator from the enrolling school may authorize the student to participate in Dual Enrollment.*
- *Interested participants will return CAMP enrollment forms and FKCC Dual Enrollment applications to the CAMP Student Service Coordinator by May 1.*
- *FKCC will receive Completed Dual Enrollment applications from the CAMP Student Service Coordinator by May 15.*
- *CAMP participants that have never been enrolled in a Monroe County School (students whose information is not in TERMS) must complete a MCSD enrollment form and register at Marathon High School for summer school.*
- *MCSD CAMP Liaison will provide CAMP course rosters to the MHS Summer School Administrator for enrollment into MHS summer school.*
- *MHS data entry will enroll all CAMP participants, regardless of in county, out of county or private/home school students, in TERMS for summer school. Students who are taking Dual Enrollment courses should be enrolled*

using the appropriate college course number. Care should be taken concerning proper TERMS coding for Subject Area and Credit Code.

- Records for student attendance will be kept by CAMP Student Service Coordinator.
- Dual Enrollment grades will be submitted to FKCC electronically.
- MCSD CAMP Liaison will give Dual Enrollment grades to the MHS Summer School Administrator for entry into TERMS.
- As with all summer school students, the CAMP students should be withdrawn by the Data Entry Clerk at the end of summer school.

Student Advising

CAMP students and parents will attend an orientation session relative to the benefits and responsibilities of taking a dual enrollment course. CAMP Staff will inform students and parents that dual enrollment grades are calculated in the student's postsecondary GPA and recorded as part of their postsecondary transcript. During the advising process, Camp Staff will share with both the parent and student the consequences of poor performance or course withdrawal after the drop date. Students should be aware that four year universities review all postsecondary transcripts and GPA's as a part of the admission process, and that performance in dual enrollment courses can affect admission decisions.

IN TESTIMONY WHEREOF, THE DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA

AND THE

DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

Hereto have caused this contract to be executed by the undersigned officials as duly authorized on this ___day of ____ 2009.

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

BY: _____
Chairperson, Andy Griffiths Date

BY: _____
Acting Superintendent, Michael J. Henriquez Date

THE DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

BY: _____
Chairperson, Spencer Slate Date

BY: _____
President, Dr. Jill Landesberg-Boyle Date

AGREEMENT FOR MARINE TECHNOLOGY/NAUTICAL SCIENCE DUAL ENROLLMENT

This agreement, entered into by and between the School Board of Monroe County, Florida, hereinafter referred to the MCSD and Florida Keys Community College hereinafter referred to as the FKCC is as follows

FKCC shall, in a satisfactory and proper manner as determined by MCSD, to perform and provide the following goods and services for the Marine Technology/Nautical Science Dual Enrollment courses to be conducted for Key West High School students at Florida Keys Community College, during the 2009-2010 school year.

- Courses to be taught will include* :
 - MTE 1400C Applied Marine Electricity
 - MTE 1053C 2 & 4 Cycle Outboard Overhaul
 - MTE 1166C Marine Ignition and Fuel System
 - MTE 2062 Marine Corrosion
 - MTE 1651 Gas and Electric Welding
 - MTE 2652C Advanced Welding
 - MTE 2072C Marine Prop Gasoline Engine Troubleshooting
 - MTE 1301 Fiberglass Theory

*At the discretion of FKCC, courses may substituted out for an appropriate Marine Technology course.

- Student attendance is required to be sent to a designated person at Key West High School, hereinafter referred to as KWHS on a weekly basis.
- Student grades are required to be sent to a designated person at KWHS on a weekly basis.
- Provide a time clock for the students to clock in for class (treat it like a job).
- Enforce a uniform policy for students (steel toe boots, cover alls and safety glasses).
- For first year students, class will start at 1:00 p.m. and end at 4:00 p.m.
- Provide for field trips to local businesses for demonstrations.
- Arrange for local businesses will come out to the college for public speaking engagements.
- Class will be available for grades 10 – 12.
- Provide a syllabus for each student and parent.
- Provide hold harmless agreement which will include information regarding students participating in classes with adults.

MCSD shall, in a satisfactory and proper manner as determined by the

FKCC, perform and provide the following goods and services for the Marine Technology/Nautical Science Dual Enrollment courses to be conducted for Key West High School students at Florida Keys Community College, during the 2009-2010 school year.

- Provide list of students to the Contractor that are registered for class.
- Provide necessary forms for field trips.
- Schedule DE first year Marine Students for 2nd lunch so that students have time to get to the college by 1:00 p.m.
- Schedule DE second year students so they can attend night classes at FKCC.
- Only Schedule students to be at FKCC campus during official class dates as determine by the 09-10 Academic Calendar.
- Provide assistance in instructional materials with the courses outlined above.

ANY CHANGES IN THIS CONTRACT NECESSITATED BY SCHOOLS' (KWHS/FKCC) SCHEDULING REQUIREMENTS OR CHANGE OF DUAL ENROLLMENT POLICY WILL BE AGREED UPON BY SCHOOL BOARD OF MONROE COUNTY, FLORIDA AND FLORIDA KEYS COMMUNITY COLLEGE KEY WEST HIGH SCHOOL

IN TESTIMONY WHEREOF, THE DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA AND THE DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

Hereto have caused this contract to be executed by the undersigned officials as duly authorized on this ___ day of ____ 2009.

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

BY: _____
Chairperson, Andy Griffiths Date

BY: _____
Acting Superintendent, Michael J. Henriquez Date

THE DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

BY: _____
Chairperson, Spencer Slate Date

BY: _____
President, Dr. Jill Landesberg-Boyle Date

Broad Overview of FKCC's Reaffirmation Schedule for 2012

2010	
Orientation of Leadership Teams (at SACS in Atlanta)	January 25, 2010
2011	
Compliance Certification Due	March 15, 2011
Off-Site Peer Review Conducted	Mid May, 2011
Quality Enhancement Plan Due	4-6 weeks in advance of On-Site Review
Focused Report Due	6 weeks in advance of On-Site Review
On-Site Peer Review Conducted	Sept. – Nov., 2011
2012	
Review by the Commission on Colleges	Mid to Late June, 2012

TIMELINE FOR REAFFIRMATION Track "A" Schools Reaffirmation Year: 2012		
Semester	Action	Approx. Dates
Summer 2009	Enhance the composition of IEC	July 13
	IEC familiarization with core requirements and comprehensive standards	July - Aug
	Strengthen structure of the planning and assessment processes - revise processes, narratives, flowcharts of IE procedures	Aug - Oct
Fall 2009	Preparation of Compliance Certification Team – form steering committees - identify college staff and IEC members	Sept-Dec
	Develop internal website (" " drive) for posting Compliance Certification drafts and supporting documentation	Nov - Dec
Spring 2010	Participate in Leadership Team orientation (Pres, Provost, Liaison/IE, CFO, Faculty) by SACS (in Atlanta)	Jan 25
	Review assigned Compliance Certification Team – add new members if necessary	Feb 10
	Assign responsibilities and deadlines for Compliance Certification and publish campus wide	Feb 21
	Continue preparation of Compliance Certification	Feb-Dec
	Ensure internal website suitable for posting Compliance Certification and supporting documents	Mar - Apr
	Review and evaluate the following: • Faculty credentials for teaching specific courses • Board Policies • Review Catalog and course schedule • Program requirements, prerequisites, publications, student records, etc • Other important issues that surface	Feb - May
	Determine the Quality Enhancement Plan (QEP) topic and focus based on institutional data	Mar - Apr
Summer 2010	Begin and continue research and design of QEP based on best practices and needs of FKCC's students; determine QEP rationale	May-July
	Determine two consultants to nominate to serve on on-site (visiting) committee	By Aug
Fall 2010	Finalize QEP design and major activities; initiate early stages during Fall 2011	Aug - Dec
	Finalize Compliance Certification and all supporting documents	Aug-Dec
	Finalize SACS website and post live links to all documents	By Dec
Spring 2011	Submit Compliance Certification Report (including all appending documents and CDs for Off Site Review Committee members)	Mar 15 (Deadline Track A schools)
	Review of Compliance Certification Report by Off Site Peer Review Committee	May 14-17 (in Atlanta)

Summer 2011	Receive feedback/recommendations from Off Site Committee Review and begin preparation of Focused Report (only if found in non-compliance with one or more SACS principles)	By early June
	Finalize format and design of QEP document; continue implementation	June - July
	Submit final QEP to On-Site (visiting) committee Work with SACS to contact On-Site Review Committee (as directed by Dr. Stoll)	At least 6 weeks before On-Site Team visits (likely July-Aug)
Fall 2011	Finalize Focused Report (only if found in non-compliance with one or more SACS principles)	Deadline unknown (likely 6 weeks before On-Site visit)
	Activate the Host/Site Visit Committee to complete specific tasks during On Site visit	July-Aug
	Schedule college-wide meeting and orientation	Aug
Spring 2012	Host On-Site Committee at FKCC: • Prepare documents • Arrange for committee's travel needs • Schedule interviews • Engage Host/Site visit committee in usual tasks 1st Day: Team address non-compliance issues 2 nd Day: Team addresses QEP 3 rd Day: Team gives verbal report	Between Sept 1 – Nov 30 (all track "A" Schools)
	Receive On-Site Committee Report (about QEP and compliance with specific principles)	Within a month of review
Summer 2012	Write Response to On-Site Committee (likely about QEP and/or non-compliance with standards)	Jan - Mar
	Submit response to SACS	Likely Mar/Apr
Summer 2012	Adapt QEP based on On-Site Committee's feedback and prepare for full implementation of the plan	May- Aug
	Review of FKCC's reaffirmation efforts by SACS Commission on Colleges	June 24-26
	Receive notification from SACS that FKCC's accreditation has been reaffirmed	June - July
	Celebrate!	July - Aug

TIMELINE FOR QUALITY ENHANCEMENT PLAN Reaffirmation Year: 2012		
Semester	Action	Approx. Dates
Fall 2009	Begin discussion of QEP	Oct -Nov
	Begin thorough review of institutional data to identify serious issues	Oct -Nov
	Publish general SACS timeline college-wide – notify faculty and staff of due dates for QEP & Compliance Certification	Oct
	Collect copies of QEP's from at least five other colleges	Nov-Dec
Spring 2010	Participate in Leadership Team orientation (Pres, Provost, Liaison/IE, CFO, Student Affairs) by SACS (in Atlanta)	Jan 25
	Phase 1: QEP TOPIC SELECTION	
	Determine “student learning” issues requiring action at FKCC; engage faculty in discussion of possible topics/projects	Feb
	Establish an organizational design for topic identification and selection	Early Mar
	Establish selection process; select faculty for QEP Development Team	By mid-Mar
	Study institutional data and survey results; schedule and conduct focus groups of students and faculty; discuss in committee and department meetings	Mid-Mar thru Late-Apr
	QEP Development Team reports to/discusses possible topics with faculty	Early Apr
	Narrow list of topics/projects; make plans for summer research by QEP Dev Team	Apr 15-30
	Select QEP topic/focus based on institutional data; organize for summer work by QEP Dev Team	Late Apr early May
	Phase 2: QEP PROJECT DEVELOPMENT	
Summer 2010	Continue focused research and design of QEP; research best practices and needs of FKCC's students	May-June
	QEP Dev Team conducts intensive three-week workshop: <ul style="list-style-type: none"> Determine QEP rationale Synthesize recent research and develop possible QEP strategies Establish timeline/schedule Draft possible assessment measures to track changes in student learning/QEP progress Set QEP goals & objectives Identify possible QEP consultants for On-Site Team 	Late June - July

Fall 2010	QEP Dev Team presents research and makes recommendation to faculty; faculty help determine two QEP consultants to invite on On-Site Committee	Aug 23 rd (first day back for fall term)
	Invite guest speakers/advisors as identified by QEP Dev Team (Topics: student learning, assessment, technology, support services, QEP's, etc.)	Aug-Nov (as schedules permit)
	QEP Dev Team engages faculty in focused discussion to refine strategies	Late Aug - Dec
Phase 3: QEP IMPLEMENTATION		
	As possible, initiate the early stages of the QEP during the 2010 Fall Term; select members and organize the QEP Implementation Team	Aug - Dec
Spring 2011	Continue early implementation of QEP strategies; assess results; track progress on goals and objectives; adjust as necessary	Jan - Apr
	Finalize format and design of the QEP document	Mar- Apr
Summer 2011	Post QEP on Web site; print and bind final copies for distribution; continue implementation of QEP	May - July
Summer or Early Fall Term 2011	Submit final QEP to On-Site Committee as directed by SACS VP, Dr Marcy Stoll	Six weeks before On-Site Team visit (likely July-Aug)
Fall 2011	Host On-Site Committee at FKCC: <ul style="list-style-type: none"> Prepare questions for QEP consultants Schedule interviews and group meetings Engage students, faculty and staff in SACS review 	Between Sept 1 – Nov 30 (all track “A” Schools)
	Receive On-Site Committee Report – including response to the QEP	Within a few weeks
Spring 2012	Write Response to On-Site Committee, if necessary (about findings, including evaluation of the QEP)	Jan - Mar
	Submit response to SACS, if necessary	Likely Mar/Apr
Summer 2012	Adapt QEP in light of On-Site Committee feedback and institutional assessment; prepare for full implementation of the QEP	Beginning Mar - Apr
	Review of FKCC's reaffirmation efforts by SACS Commission on Colleges	June 24-26
	Receive notification from SACS that FKCC's accreditation has been reaffirmed	Late June - July
	Celebrate!	July - Aug
Fall 2012 and Beyond	Fully implement FKCC's QEP	--
	Track progress on goals and objectives; continue to refine strategies	--
	Submit QEP Impact Report to SACS (due in 5 years)	Probably 2017