



# PALM BEACH STATE COLLEGE

DISTRICT BOARD OF TRUSTEES  
AGENDA • SEPTEMBER 24, 2024

Regular Meeting

Lake Worth Campus - DBOT

4:00 PM

Multi-Media Board Room, CE-129, 4200 Congress Avenue, Lake Worth, FL 33461

*Palm Beach State College advances the economic and social growth of our community and global workforce through innovative, high-quality learning experiences that transform students' lives.*

## I. MEETING CALL TO ORDER AND PLEDGE OF ALLEGIANCE

## II. COMMENTS AND RECOGNITIONS

### A. Faculty Comment

**Presenter:** Ms. Lauren Zatto, Professor I, Instruction Math and Science

## III. AGENDA ADDITIONS/DELETIONS

## IV. APPROVAL OF BOARD MINUTES

A. Approve the August 20, 2024 Regular Meeting Minutes

## V. APPROVAL OF BOARD AGENDA

A. Abstentions by Board Members

B. Public Comments

## VI. APPROVAL OF CONSENT AGENDA

### A. Academic Affairs / Academic Innovation and Strategy / Student Services

1. Approve Contract Extension with Association of College and University Educators (ACUE) for Additional Cohorts in the amount of \$400,000 and Authorize the President or Designee to Execute Agreement Documents  
**Staff Contact:** Dr. Roger Yohe, Vice President, Academic Innovation and Strategy

### B. Finance and Administration

1. Approval of Amendment No. 4 to the General, Unrestricted, Operating Fund (Fund 1) Reclassifying Budget Expenditures from Current Operating Expense to Compensation Expense for the Fiscal Year 2023-24  
**Staff Contact:** Mr. James Duffie, Vice President, Finance and Administration
2. Approval of Carryforward Spending Plan  
**Staff Contact:** Mr. James Duffie, Vice President, Finance and Administration

### C. Information Services

## VII. APPROVAL ITEMS REMOVED FROM CONSENT AGENDA

## VIII. TRUSTEES' COMMITTEE REPORTS

**IX. PRESIDENT'S REPORT****A. TMRW Sports Update**

**Presenter:** Mr. Edgar Cintron, Director, Facilities, and Mr. Kirk Stetson, Manager, Facilities, Planning and Construction

**B. 4.1M U.S. Department of Transportation and HUD Grant**

**Presenter:** Ms. Angela Harrington, Chief Communications and Public Affairs Officer

**C. President's 2024-2025 Goals**

**Presenter:** Ava L. Parker, J.D. President

**X. INFORMATIONAL ITEMS****A. Academic Affairs / Academic Innovation and Strategy / Student Services****B. Finance and Administration****1. District Facilities Master Projects List Dated September 4, 2024**

**Staff Contact:** Mr. Kirk Stetson, Manager, Facilities, Planning and Construction

**2. Financial Analysis and Review - August 2024**

**Staff Contact:** Mr. James Duffie, Vice President, Finance and Administration

**C. Information Services****XI. ACTION ITEMS****A. Academic Affairs / Academic Innovation and Strategy / Student Services****B. Finance and Administration****1. Second Reading and Request for Approval to Repeal Policy 6Hx-18-4.51**

Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Service

**Staff Contact:** Mr. Edgar Cintron, Director of Facilities

**2. Second Reading and Request for Approval to Repeal Policy 6Hx-18-4.52 Fees for Architects, Engineers, and Planners**

**Staff Contact:** Mr. Edgar Cintron, Director, Facilities

**3. Review Annual Financial Report for the 2023-2024 Fiscal Year**

**Presenter:** Mr. James Duffie, Vice President, Finance and Administration

**4. Second Reading - REPEAL 6Hx-18-4.63 Liquidated Damages**

**Staff Contact:** Geovanni J. Denis, Esq., Associate General Counsel

**C. Information Services****D. Human Resources**

**E. Legal**

1. Second Reading - Approve Amendment of Board Policy 6Hx-18-1.00: The District Board of Trustees  
**Staff Contact:** Geovanni J. Denis, Esq., Associate General Counsel
2. Second Reading - Approve Amendment of Board Policy 6Hx-18-1:02: Meeting of the District Board of Trustees  
**Staff Contact:** Geovanni J. Denis, Esq., Associate General Counsel
3. Second Reading - Approve the Repeal of Board Policy 6Hx-18-1.01: District Board of Trustees - Organization and Membership  
**Staff Contact:** Geovanni J. Denis, Esq., Associate General Counsel
4. Second Reading - Approve the Repeal of Board Policy 6Hx-18-1.04: District Board of Trustees -Powers, Duties, and Responsibilities of the DBOT  
**Staff Contact:** Geovanni J. Denis, Esq., Associate General Counsel
5. Second Reading - Approve Amendment of Board Policy 6Hx-18-1:041 Notice to Amend, Repeal or Adopt Board Rule  
**Staff Contact:** Geovanni J. Denis, Esq., Associate General Counsel

**XII. OTHER BUSINESS**

- A. Board Committee Appointments

**XIII. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS**

- A. The College will be closed for Development Day on Tuesday, October 8, 2024.
- B. The next District Board of Trustees meeting is scheduled for Tuesday, October 15, 2024, on the Lake Worth Campus.
- C. C. The College is hosting its second annual Emerald Torch Awards Gala on Saturday, November 16, 2024, at 6:00 pm on the Lake Worth campus in the Commons area.
- D. D. The Fall 2024 Commencement will take place on Friday, December 13, 2024, at the I-Think Amphitheatre. There will be two ceremonies: 12:00 pm and 4:00 pm.
- E. E. We look forward to seeing you in the Duncan Theatre immediately following this meeting to celebrate Carolyn Williams and Wendy Link for their many years of dedication and leadership as members of the District Board of Trustees.

**XIV. ADJOURNMENT**



# PALM BEACH STATE COLLEGE

## DISTRICT BOARD OF TRUSTEES

MINUTES • AUGUST 20, 2024

Regular Meeting

Lake Worth Campus - DBOT

4:00 PM

Multi-Media Board Room, CE-129, 4200 Congress Avenue, Lake Worth, FL 33461

*Palm Beach State College advances the economic and social growth of our community and global workforce through innovative, high-quality learning experiences that transform students' lives.*

### Attendance

#### Present:

Members: Chair Pat Bishop, Vice-Chair Omar Soto, Trustee Melissa Friedman-Levine, Trustee Jon Harrison, Trustee Daniel Z. Epstein, Student Trustee Ryan Steeghs

### I. MEETING CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The regular meeting of the District Board of Trustees of Palm Beach State College was called to order at approximately 4:01 p.m. on Tuesday, August 20, 2024, by Chair Pat Bishop. Chair Bishop welcomed participants to the meeting. The Chair asked Student Trustee Daniel Gil-Sanchez to lead in the Pledge of Allegiance.

### II. COMMENTS AND RECOGNITIONS

#### A. 2023-2024 Student Trustee Daniel Gil-Sanchez

Chair Bishop introduced our outgoing Student Trustee, Daniel Gil-Sanchez. Daniel thanked Chair Bishop, Trustees, and President Parker for the opportunity to serve as student trustee. He shared how serving as student trustee had a positive impact on his college success. Daniel also discussed his hope that the administration would work closely with the student government to enhance student engagement within the College.

Mr. Gil-Sanchez then introduced our incoming Student Trustee, Ryan Steeghs.

#### B. 2024-2025 Student Trustee Ryan Steeghs

Student Trustee, Ryan Steeghs, thanked President Parker for the opportunity to serve the College as the next student trustee. He also thanked Trustees and members of the President's Cabinet for their service and commitment to the College as well as Daniel for his service on the Board and keeping student interests at heart.

### III. AGENDA ADDITIONS/DELETIONS

NONE

### IV. APPROVAL OF BOARD MINUTES

- A. Approve the June 18, 2024 Meeting Minutes

 [DISTRICT BOARD OF TRUSTEES - Regular Meeting Minutes Final.pdf](#)

**Motion:**

Motion to Approve the minutes from the June 18, 2024, Regular Board Meeting

Motion moved by Omar Soto and motion seconded by Daniel Epstein.

Approved

**V. APPROVAL OF BOARD AGENDA**

- A. Abstentions by Board Members

**NONE**

- B. Public Comments

**NONE**

**Motion:**

Motion to Approve the August 20, 2024 Board Agenda

Motion moved by Daniel Epstein and motion seconded by Omar Soto.

Approved

**VI. APPROVAL OF CONSENT AGENDA**

**Motion:**

Motion to Approve the Consent Agenda

Motion moved by Daniel Epstein and motion seconded by Omar Soto.


Approved

**A. Academic Affairs / Academic Innovation and Strategy / Student Services**

1. Approve the 2023 - 2024 Waivers and Substitutions for Students with Disabilities

**Staff Contact:** Dr. Peter Barbatis, Vice President, Student Services and Enrollment Management

 [Transmittal VI.A.1.docx](#)

 [2023-2024 Waivers and Substitutions for Students with Disabilities - Palm Beach State College.pdf](#)

## B. Finance and Administration

1. Approval to Certify Prequalified General, Mechanical/HVAC and Electrical Contractors and Authorize the President or Designee to Certify Firms on a Quarterly Basis

**Staff Contacts:** Ms. Jennifer Alvarez, Director, Procurement and Mr. Edgar Cintron, Director, Facilities

 [Transmittal MT 6185.docx](#)

 [Prequalification Certification GC HVAC Electrical.docx](#)

2. Approval of Statewide Mutual Aid Agreement

**Staff Contact:** Dr. Delsa R. Bush, Director, Security and Risk Management

 [MT6162 - 6.B.2.docx](#)

 [Statewide Mutual Aid Agreement-edited2024.07.25.pdf](#)

## VII. APPROVAL ITEMS REMOVED FROM CONSENT AGENDA

NONE

## VIII. TRUSTEES' COMMITTEE REPORTS

NONE

## IX. PRESIDENT'S REPORT

President Parker

### A. Summer 2024 Enrollment Update

Dr. Peter Barbatis, Vice President, Student Services & Enrollment Management, provided an update on summer enrollment. Dr. Barbatis's shared information on headcount, summer modality and trends, ethnicity, age and gender. He shared the different "Call to Action" campaigns the College used to inform students of registration dates, tuition payment plans, and Pell Grants eligibility. Dr. Barbatis discussed the summer enrollment gains and future directions for growth. Dr. Barbatis also shared

the preliminary Fall 2024 enrollment numbers. He shared the numbers are within reach to surpass the total headcount numbers from last fall.

[Summer 2024 Enrollment Update](#)

B. State Insurance Health Plan Update

Mr. Mike Pustizzi, Chief Human Resource Officer, provided an update on the transition to the state health insurance plan and overview of the cost employees can expect to pay. President Parker shared that there was an unexpected cost to the College that comes with transitioning over to the new health insurance plan since the \$80M in funds were vetoed. Mr. Duffie calculated the College's cost to transition into the new plan would be \$5.7M.

C. Financial Aid Investigation Update

Dr. Russell Kaufman, Chief Information Officer, shared an update on the fraudulent financial aid activity caused by people creating false student accounts. Dr. Kaufman stated the fraudulent accounts were disabled, IP addresses involved in the fraudulent activity were blocked, FBI and local law enforcement were notified and a College Task Force was formed to review and enhance the application process to prevent future incidents.

**X. INFORMATIONAL ITEMS**

**A. Academic Affairs / Academic Innovation and Strategy / Student Services**

**B. Finance and Administration**

1. Monthly Financial Review & Analysis

Mr. James Duffie, Vice President, Finance and Administration, provided this information as part of the Board packet. Mr. Duffie was available to answer any additional questions. Trustees had no questions or concerns.

 [MT5722-10.B.1.docx](#)

 [Budget.Analysis.June.30.2024.pdf](#)

 [Budget.Analysis.July.31.2024.pdf](#)

2. First Reading - REPEAL 6Hx-18-4.63 Liquidated Damages

Mr. Geovanni J. Denis, Esq., Associate General Counsel, provided a brief overview of the liquidated damages clause in contracts and the purpose for removing it from the policy. The Board asked questions regarding the process that is currently followed for liquidated damages.

 [4.63 Repeal Transmittal.doc.docx](#)

 [REPEAL 6Hx-18-4.63.pdf](#)

3. District Facilities Master Projects List Dated August 7, 2024


Mr. Kirk Stetson, Manager, Facilities, Planning and Construction, provided this information as part of the Board packet. Mr. Stetson was available to answer any additional questions. Trustees had no questions or concerns.

 [TRMTL Aug ConstStatus MT6081 X.B.3.docx](#)

 [District Facilities Master Projects List\\_8-7-2024.pdf](#)

4. First Reading - REPEAL 6Hx-18-4.51 Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services

Mr. Edgar Cintron, Director, Facilities, provided a brief overview of the reasoning behind repealing the policy.

 [TRMTL Repeal 6Hx-18-4.51 Prof Services MT6183 X.B.4 imbedded.docx](#)

 [REPEAL 6Hx-18-4.51 Professional Services.pdf](#)

5. First Reading - REPEAL 6Hx-18-4.52 Fees for Architects, Engineers, and Planners

Mr. Edgar Cintron, Director, Facilities, provided a brief overview of the reasoning behind repealing the policy.

 [TRMTL 1st Reading REPEAL Policy 6Hx-18-4.52 Fees MT6184 X.B.5.docx](#)

 [REPEAL 6Hx-18-4.52 Fees for Arch, Engr, Planners.pdf](#)

6. Accept 4th Quarter Procurement Reports April 1, 2024 through June 30, 2024



Ms. Jennifer Alvarez, Director, Procurement, provided this information as part of the Board packet. Ms. Alvarez was available to answer any additional questions. Trustees had no questions or concerns.

 [Transmittal MT6191 4thQ Procurement Reports.docx](#)

 [Q4 Supplier Contracts.docx](#)

 [Q4 PO Report.docx](#)

#### **C. Information Services**

#### **D. Human Resources**

1. Quarterly Human Resources Executive Summary from April 1, 2024 to June 30, 2024

Mr. Michael Pustizzi, Chief Human Resources Officer, provided this information as part of the Board packet. Mr. Pustizzi was available to answer any additional questions. Trustees had no questions or comments.

 [Onboard Transmittal 10.D.1.pdf](#)


 [Executive Summary August 2024.pdf](#)

#### **E. Office of General Counsel**

1. First Reading - Amendment of Board Policy 6Hx-18-1.00: The District Board of Trustees


Mr. Geovanni J. Denis, Esq., Associate General Counsel, provided an overview of the five policies brought to the Board in this section. Trustees had no additional questions or concerns.

 [Transmittal Amendment of Board Policy 6Hx-18-1.00.docx](#)

 [Frist Reading - Amendment of Board Policy 6Hx-18-1.00 Redline.pdf](#)


2. First Reading - Amendment of Board Policy 6Hx-18-1.02: Meetings of the District Board of Trustees

 [Transmittal Amendment of Board Policy 6Hx-18-1.02.docx](#)

 [First Reading - Amendment of Board Policy 6Hx-18-1.02 Redline .pdf](#)

3. First Reading - REPEAL of Palm Beach State College District Board of Trustees Policy 6Hx-18-1.01, District Board of Trustees – Organization and Membership

 [Transmittal Repeal of of Board Policy 6Hx-18-1.01.docx](#)

 [First Reading - REPEAL of Board Policy 6Hx-18-1.01 District Board of Trustees – Organization and Membership.pdf](#)


4. First Reading - REPEAL Powers, Duties, and Responsibilities of the DBOT Policy 6Hx-18-1.04

 [Transmittal Repeal of of Board Policy 6Hx-18-1.04.docx](#)

 [First Reading - REPEAL Powers, Duties, and Responsibilities of the DBOT Policy 6Hx-18-1.04.pdf](#)

5. First Reading - Amendment of Board Policy 6Hx-18-1.041 Notice to Amend, Repeal, or Adopt Board Rule

 [Transmittal Amendment of of Board Policy 6Hx-18-1.041.docx](#)

 [First Reading - Amendment of Board Policy 6Hx-18-1.041 Notice to Amend, Repeal, or Adopt Board Rule.pdf](#)

6. Quarterly Litigation Report

Mr. Geovanni J. Denis, Esq., Associate General Counsel, provided this information as part of the Board packet. Mr. Denis Geovanni J. Denis, Esq., Associate General Counsel was available to answer any additional questions. Trustees had no questions or comments.

 [Transmittal QTR Litigation Report.doc](#)

 [Quarterly Litigation Report .pptx](#)

## XI. ACTION ITEMS

### A. Academic Affairs / Academic Innovation and Strategy / Student Services

1. Approve the Annual Institutional General Education Certification

Ms. Julie Sivigny, Dean, Curriculum, updated the Trustees on the new State procedure to annually review and ensure the college's institutional general education courses comply with FL Statutes. Dean Sivigny provided the Trustees with the process the team followed to ensure Palm Beach State College was in compliance

with the State's request and stated the next steps in the Gen Ed review.

[!\[\]\(cbe80b694ebd74fcfe136a095b608235\_img.jpg\) MT6190-11.A.1 Institutional GenEd Compliance Review OnBoard Transmittal.docx](#)

[!\[\]\(a03a7eb2f4046e1d3c76772003e549ea\_img.jpg\) 2025-2026 PBSC GenEd Course Description Revisions July2024.pdf](#)

[!\[\]\(cbe2492b119e39e02a1dab2af4a4b296\_img.jpg\) DBOT Palm Beach State College FINAL FLDOE GenEd inventory WorkSheet 8-1-2024.pdf](#)

[!\[\]\(e474458956c9a37fbf9586ddb60a7fa1\_img.jpg\) Institution Certification 2024 form.doc](#)

[!\[\]\(3e2231b1ad3ca8da8658228c00dd08e0\_img.jpg\) 2024-02-26 Gen Ed Review Process - SUSFCS Presidents.pdf](#)

[!\[\]\(5361750c22c4e047a52f4eac1ec2d4cc\_img.jpg\) DBOT Palm Beach State College FINAL FLDOE GenEd inventory WorkSheet 8-1-2024.pdf](#)

**Motion:**

Motion to Approve the Annual Institutional General Education Certification

Motion moved by Trustee Daniel Z. Epstein and motion seconded by Vice-Chair Omar Soto.

**Approved**

B. Finance and Administration

1. Approve Construction Manager at Risk (CMaR) Agreement with Lebolo Construction Management, Inc. for the Lake Worth TC117 HVAC Replacement Project in Amount Not to Exceed \$3.2 Million and Authorize the President or Designee to Execute Agreement Documents.

Mr. Edgar Cintron, Director, Facilities, and Ms. Jennifer Alvarez, Director, Procurement provided this information as part of the Board packet. Mr. Cintron was available to answer any additional questions. Trustees had no questions or comments.

[!\[\]\(84f47badaad7772cd95667a7c387a639\_img.jpg\) TRMTL-Lebolo CMaR LW TC117HVAC-Replace MT6186 XI.B.1.docx](#)

[!\[\]\(28f72b996fc97883dfd9d4e8b1b16b4e\_img.jpg\) COI Lebolo Construction Mgmt \(exp 9-11-24\) 7-8-24.pdf](#)

**Motion:**

Motion to Approve the Construction Manager at Risk (CMaR) Agreement with Lebolo Construction Management, Inc. for the Lake Worth TC117 HVAC Replacement Project in Amount Not to Exceed \$3.2 Million and Authorize the President or Designee to Execute the Agreement Documents.

Motion moved by Trustee Jon Harrison and motion seconded by Trustee Daniel Z. Epstein.

**Approved**

2. Approve a Permanent Utility Easement to Allow Florida Power & Light (FPL) Access to Construct and Maintain a New Primary Electric Service, Equipment and Meter on the Palm Beach Gardens Campus.

Mr. Edgar Cintron, Director, Facilities, provided this as part of the Board packet. Mr. Cintron was available to answer any additional questions. Trustees had no questions or comments.

 [TRMTL\\_PBG\\_FPL\\_Permanent\\_Utility\\_Easement\\_MT5877\\_XI.B.2.docx](#)

 [PBG\\_FPL\\_Permanent\\_Utility\\_Easement\\_Legal\\_Desc\\_and\\_Sketch\\_MT5877.pdf](#)

 [Easement\\_for\\_Business\\_-.doc](#)

**Motion:**

Motion to Approve a Permanent Utility Easement for the Purpose of Allowing Florida Power & Light (FPL) Access to Construct and Maintain a New Primary Electric Service, Equipment and Meter on the Palm Beach Gardens Campus.

Motion moved by Trustee Jon Harrison and motion seconded by Trustee Daniel Z. Epstein.

**Approved**

3. Approve the Construction Manager at Risk (CMaR) Agreement with Kaufman Lynn Construction for the Palm Beach Gardens Concrete

Spalling Repairs and AA & AD Stair Tower Replacement Project in Amount Not to Exceed \$4 Million.

Approve the Construction Manager at Risk (CMaR) Agreement with Kaufman Lynn Construction for the Palm Beach Gardens Concrete Spalling Repairs and AA & AD Stair Tower Replacement Project in Amount Not to Exceed \$4 Million and Authorize the President or Designee to Execute the Agreement Documents.

Mr. Edgar Cintron, Director, Facilities, and Ms. Jennifer Alvarez, Director, provided this information as part of the Board Packet. Mr. Cintron was available to answer any additional questions. Trustees had no questions or comments.

 [TRMTL KaufmanLynnCMaR PBG-Spall MT6187 XI.B.3.docx](#)

 [COI\\_Kaufman Lynn Construction \(exp 2-28-25\)\\_2-8-24.pdf](#)

**Motion:**

Motion to Approve the Construction Manager at Risk (CMaR) Agreement with Kaufman Lynn Construction for the Palm Beach Gardens Concrete Spalling Repairs and AA & AD Stair Tower Replacement Project in Amount Not to Exceed \$4 Million and Authorize the President or Designee to Execute the Agreement Documents.


Motion moved by Trustee Melissa Friedman-Levine and motion seconded by Vice-Chair Omar Soto.

**Approved**

4. Second Reading - Approve the Amendment to Board Policy 6Hx-18-3.49 Sexual Predator or Offender Information Notification/Publication

Dr. Delsa Bush, Director of Security, Safety and Risk Management provided this information as part of the Board packet. Dr. Bush was available to answer any additional questions. Trustees had no questions or concerns.

 [Transmittal: MT6173-11.B.4.docx](#)

 [REDLINED-2ndReadingAmendment-6Hx-18-3.49-SexualPredator-or-OffenderInfoNotificationPub.pdf](#)

 [CLEAN-2nd reading Amendment-6Hx-18-3.49-SexualPredator-or-OffenderInfoNotificationPub.pdf](#)

**Motion:**

Motion to Approve the Amendment to Board Policy 6Hx-18-3.49 Sexual Predator or Offender Information Notification/Publication


Motion moved by Vice-Chair Omar Soto and motion seconded by Trustee Jon Harrison.

**Approved**

C. Information Services

1. Approve the Interlocal Purchasing System (TIPS) Contract #230901 with Innovate Audio Visual, Inc. in the Not to Exceed Amount of \$1,425,000 and Authorize the President to Execute the Agreement  
Dr. David Edris, Director, Client Support Services, provided an overview of the current and future AV projects the College has with Innovate Audio Visual, Inc. Trustees had no questions or concerns.

 [11.C.1 Transmittal.docx](#)

 [Innovate Audio Visual Piggyback Agreement \(TIPS Contract 230901\).doc](#)

 [IT TIPS Contract DBOT - August V2.pdf](#)

 [230901 TIPS Request for Proposal \(RFP\).pdf](#)

 [230901 CONTRACT AUDIO Innovate Audio \(1\).pdf](#)

**Motion:**

Motion to Approve the Interlocal Purchasing System (TIPS) Contract #230901 with Innovate Audio Visual, Inc. in the Not to Exceed Amount of \$1,425,000 and Authorize the President to Execute the Agreement

Motion moved by Trustee Daniel Z. Epstein and motion seconded by Trustee Jon Harrison.

**Approved**

2. Second Reading - Approve the New Board Policy: Acceptable Use of Artificial Intelligence Technologies (Presenters: Dr. Russell E. Kaufman, Chief Information Officer)

This policy establishes the appropriate and responsible use of AI at PBSC to ensure that they are employed ethically, securely, and effectively to support the College while respecting privacy, confidentiality, and legal standards. Failure to abide by the policy and associated procedure(s) may result in disciplinary action, up to and including termination.

Dr. Russell E. Kaufman, Chief Information Officer, provided this information as part of the Board packet. Dr. Kaufman was available to answer any additional questions. The trustees discussed the proposed policy. Trustee Soto requested the policy include an annual review.

 [AI Policy Transmittal Page.docx](#)

 [PBSC AI Policy - Final.pdf](#)

**Motion:**

Motion to Approve the New Board Policy: Acceptable Use of Artificial Intelligence Technologies

Motion moved by Vice-Chair Omar Soto and motion seconded by Trustee Daniel Z. Epstein.


**Approved** with the amendment to include an annual review

XII. OTHER BUSINESS

Chair Bishop discussed the vacant General Counsel position and the request that Trustees have the option to participate in the final in-person interviews. Chair Bishop stated the Trustees interested in participating should notify President Parker.

A. President's 2023-2024 Evaluation

Chair Bishop stated that the President's 2023-2024 Evaluation was discussed at the August 13, 2024 Workshop and the final version was included as part of the Board packet. Trustees had no questions or concerns.

 [2023-2024 PBSC Presidents Annual Evaluation Form to DBOT Final.pdf](#)

**Motion:**

Motion to Approve the President's 2023-2024 Evaluation

Motion moved by Trustee Jon Harrison and motion seconded by Trustee Daniel Z. Epstein.

**Approved**

B. President's 2024-2027 Contract

Chair Bishop stated that the President's 2024-2027 Contract was discussed at the August 13, 2024 Workshop and the final version was included as part of the Board packet. Trustees had no questions or concerns.

 [MISC. Parker Contract 2024-27 FINAL \(02743222\).PDF](#)

**Motion:**

Motion to Approve President's 2024-2027 Contract

Motion moved by Trustee Jon Harrison and motion seconded by Trustee Daniel Z. Epstein.

**Approved**

C. Annual District Board of Trustees Reorganization

1. Election of Chairperson

Trustee Epstein nominated Trustee Harrison. Trustee Harrison accepted the nomination and was elected as the new Board Chair.

2. Election of Vice-Chairperson

Trustee Harrison nominated Trustee Epstein. Trustee Epstein accepted the nomination and was elected as the new Board Vice-Chair.

3. Designation of Meeting Dates for Academic Year 2024-2025

Chair Bishop stated the 2024-2025 Proposed DBOT Meeting Dates and Locations were included as part of the Board packet. Trustees had no questions or concerns.



 [2024-2025 Proposed DBOT Meeting Dates and Locations Draft.pdf](#)

**Motion:**

Motion to Approve the 2024-2025 Proposed DBOT Meeting Dates and Locations

Motion moved by Trustee Jon Harrison and motion seconded by Trustee Daniel Z. Epstein.

**Approved**

XIII. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

At the end of the traditional announcements, Vice-Chair Omar Soto notified the President and the Board that, effective immediately, he is stepping down from his role as Trustee due to the increase in his work responsibilities that would interfere with his ability to commit to the time and attention required to be a Trustee.

- A. PBSC's Fall Term is scheduled from August 26, 2024 through December 16, 2024
  - Session 1 (Full term - 15 weeks): August 26, 2024 - December 16, 2024
  - Session 2 (Express A - 8 weeks): August 26, 2024 - October 17, 2024
  - Session 3 (12 weeks): September 16, 2024 - December 16, 2024
  - Session 4 (Express B - 8 weeks): October 21, 2024 - December 16, 2024
- B. The College is hosting its Student Success Summit on Friday, August 23, 2024, from 8:00-12:00 on the Palm Beach Gardens Campus.
- C. Save the Date: The Palm Beach State College Foundation's 2024 Golf Classic to benefit student scholarships will be held on Monday, September 23, 2024, at Royal Palm Yacht & Country Club. For more information visit: [palmbeachstate.edu/foundation/golf](http://palmbeachstate.edu/foundation/golf)
- D. The next District Board of Trustees meeting is tentatively scheduled for Tuesday, September 24, 2024. Immediately following the September meeting, the College is hosting a special celebration in recognition of Carolyn Williams' and Wendy Link's years of s

XIV. ADJOURNMENT

**Motion:**

Chair Bishop asked for a motion to adjourn the meeting at 5:49 pm

Motion moved by Trustee Jon Harrison and motion seconded by Vice-Chair Omar Soto.

**Approved**

ATTEST: \_\_\_\_\_  
Patrice G. Bishop, Chairperson

\_\_\_\_\_  
Ava L. Parker, J.D., President

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Contract Extension with Association of College and University Educators for Additional Cohorts in the Amount of \$400,000 and Authorize the President or Designee to Execute Agreement Documents  
  
Staff Contact: Dr. Roger Yohe, Vice President Academic Innovation and Strategy

**Summary:**

**Background/Pertinent Facts:** ACUE, the Association of College and University Educators, provides training to faculty for excellence in teaching of online courses. As part of PBSC's support of innovative pedagogy, faculty members can participate in an ACUE course on effective teaching.

Faculty members who participate will explore and implement research-based approaches to teaching designed to improve student engagement and persistence and promote deeper learning. Those who complete the entire 25-week course in effective teaching practices will earn the designation of "ACUE Distinguished Teaching Scholar" for PBSC.

This initiative aligns with PBSC's mission, which "advances the economic and social growth of our community and global workforce through innovative, high-quality learning experiences that transform students' lives."

ACUE programs are aligned with 25 core competencies outlined in the Effective Practice Framework. Faculty who meet course requirements may earn ACUE's Certificate in Effective Online Teaching Practices, endorsed by the American Council on Education.

Currently, 280 faculty members at the College teach online courses. Through these professional development and certification efforts, 70% are presently ACUE certified. The recommended renewal would bring the percentage of certified faculty up to 90%.

The proposed agreement extension adds three faculty cohorts (33 per cohort) of training. Upon completing the training, faculty receive a Certificate in Effective Teaching Practices, recognized by the American Council on Education.

The District Board of Trustees previously approved expenditures with ACUE at its June 20, 2023 public meeting. The order form attached to this recommendation would extend

services under the Master Services Agreement with ACUE through December 31, 2025. New order forms are anticipated as cohorts are added through June 30, 2026.

This purchase is recommended in accordance with Florida Administrative Code 6A-14.0734 (2)(f) Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.

**Financial Impact:** \$400,000 through June 30, 2026. Operational funds have been identified in the approved fiscal year 2025 annual budget.

**Strategic Goal(s) Addressed:** Excel: Advance Teaching Excellence.

**Duration of Contract:** Two additional years through June 30, 2026.

**RECOMMEND:** Approval

**Attachments:**

ACUE Quote September 2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



## MASTER SERVICES AGREEMENT FOR EDUCATIONAL SOFTWARE AND RELATED SERVICES

This Master Services Agreement (the “Agreement”) is entered into by and between EdCERT, LLC d/b/a ACUE (“ACUE”), a Delaware limited liability company located at 745 Fifth Avenue #500 New York, NY 10151 and Palm Beach State College (“PBSC”). PBSC is a public community college with a main office located at 3160 PGA Boulevard Palm Beach Gardens, FL 33410. ACUE and PBSC shall be referred to collectively herein as the “Parties.”

WHEREAS, ACUE, in collaboration with the American Council on Education (ACE), supports colleges and universities to meet their goals for student success through scalable programs of faculty development and credentialing; and

WHEREAS, PBSC is a community college established in 1933 with a vision to be nationally recognized as an innovative academic leader advancing student success through its unparalleled commitment to excellence, engagement, and dynamic partnerships; and

WHEREAS, ACUE and PBSC recognize that quality instruction leads to stronger student outcomes; and

WHEREAS, ACUE and PBSC wish to formalize a relationship to implement a faculty development program to meaningfully improve student outcomes;

NOW, THEREFORE, the Parties agree as follows:

### 1. USE RIGHTS; RESTRICTIONS

1.1 Services to be Provided. ACUE shall provide services to PBSC during the Term (as defined in Section 6) as set forth in order forms to this Agreement and in accordance with the terms and conditions hereof (the “Services”). ACUE shall have the right to use its employees and independent contractors to perform the Services. On the effective date set forth in order forms to this Agreement, PBSC shall provide ACUE with all information, to the extent such information is available, necessary to provide the Services. Additionally, upon ACUE’s request from time-to-time, to the extent such information is available, PBSC shall provide ACUE with all materials and information and access to its premises that is reasonably necessary to provide the Services. ACUE shall be excused from any delay to deliver the Services to the extent that such delay occurs as a result of failure or untimely performance by PBSC. ACUE and PBSC may enter into multiple order forms to this agreement as may be advisable and necessary to clarify mutual responsibilities as agreed to between the Parties.

1.2 Access to Services. Subject to the terms and conditions of this Agreement, including PBSC’s payment obligations hereunder, ACUE hereby grants to PBSC a non-exclusive right to access and use the Services during the Term solely for PBSC’s bona fide internal business purposes in the ordinary course of business; provided that PBSC acknowledges that ACUE’s faculty development program (the “Program”) will not be available to PBSC or Authorized Users prior to the applicable Program Start Date set forth in one or more order forms to this Agreement. Portions of the Services are provided only to Authorized Users (as defined in Section 1.5) who have received a password permitting them to access such Services through an ACUE website (the “Restricted Website Services”). During the Term, Authorized Users shall have the right to access and use the Restricted Website Services for the period specified in the order form (the “Access Period”).



1.3 Company Content; Downloadable Company Content. During the Access Period, ACUE shall make available to PBSC and all Authorized Users through the Services certain content and materials (“Company Content”) that are owned by or licensed to ACUE. For any Company Content that ACUE identifies as being available for PBSC and Authorized Users to access, print or download and store as part of the Services (“Downloadable Company Content”), PBSC and Authorized Users shall have the right to print or download copies of such Downloadable Company Content during the Access Period; provided, that (i) the Downloadable Company Content is not modified, edited, or taken out of context in any way, (ii) all copyright and other proprietary notices are kept intact, (iii) the phrase “Used with permission of ACUE” is used when displaying or otherwise using such Downloadable Company Content, (iv) the Downloadable Company Content may be requested by the Company to be returned or destroyed in accordance with Section 6.3 hereof upon the expiration or termination of this Agreement and (v) the Company Content and the Downloadable Company Content is used by PBSC solely in connection with the Services provided to PBSC pursuant to this Agreement.

1.4 Restrictions. Except as expressly set forth in this Agreement, the rights and licenses herein are granted subject to the following restrictions:

PBSC shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, or distribute to third parties, or time share or otherwise commercially exploit or make the Services available to any third party, other than as expressly permitted by this Agreement; (ii) copy, edit, reproduce, modify, distribute, transmit, sell, display, perform, license, sublicense, make translations or other derivative works of, or otherwise use, take out of context, or exploit any Company Content for any purpose not authorized in this Agreement without the express prior written consent of ACUE or the respective licensors of the Company Content; (iii) remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Company Content; (iv) use the Services to process data on behalf of third parties; (v) knowingly interfere with or disrupt the integrity or performance of the Services; (vi) attempt to gain unauthorized access to the Services, or to modify, translate, decompile, disassemble, use reverse engineering or otherwise attempt to derive the source code for the computer systems and other technology that operate the Services or otherwise tamper with security components, usage rules or other protective measures applicable to the Services, Company Content or Customer Content (as defined in Section 1.7); or (vii) knowingly use the Services, including the Restricted Website Services, to store or transmit infringing, libelous, or otherwise unlawful or tortious content or material, or to store or transmit content or material in violation of any rights of any third party.

1.5 Authorized Users. “Authorized Users” shall mean the Course-takers defined and identified in order forms to this Agreement and personnel of PBSC responsible for monitoring and administering the Program (including any internal technical support personnel), who are authorized to access the Services using a user identifier and password provided to PBSC by ACUE. PBSC is fully responsible for any acts or omissions of its Authorized Users in accessing and using the Services and any Company Content and will ensure that PBSC and all Authorized Users comply with the Agreement, as well as all laws and regulations that apply to PBSC’s and its Authorized Users’ access and use of the Services and the Company Content. PBSC shall not permit any person or entity other than Authorized Users to access the Services or the Company Content (except for access and use reasonably on behalf of an Authorized User and, notwithstanding anything to the contrary, any such access and use shall not constitute a breach of this Agreement), shall use commercially reasonable efforts to prevent unauthorized access to or use of the Restricted Website Services and to prevent unauthorized downloading or use of any Company Content (including any Downloadable Content), and shall provide ACUE prompt notice of any such unauthorized access, downloading, or use.

- 1.6 Reservation of Rights. Subject only to the rights expressly granted to PBSC under this Agreement, as between ACUE and PBSC (and PBSC's Authorized Users) all right, title, and interest in and to the Services and the Company Content (for clarity, excluding Customer Content) will remain with and belong solely and exclusively to ACUE.
- 1.7 Customer Content. PBSC, and not ACUE, shall be responsible for the content, text, and other materials posted on or through the Service by Authorized Users, employees, and other representatives of PBSC, and any persons authorized by PBSC to use an Authorized User's user identifier and password, and any content provided to ACUE by PBSC for inclusion in the Services (including any information relating to PBSC's procedures) (collectively, "Customer Content"). PBSC will acquire the necessary approvals, consents, and license rights needed to provide the Customer Content to ACUE. Subject to ACUE's confidentiality obligations in Section 2, PBSC hereby grants to ACUE, a worldwide, sub-licensable, royalty-free, perpetual, irrevocable, non-exclusive license to use Customer Content to provide the Services and to create and exercise its rights with respect to Analytics Data (as defined below).
- 1.8 Analytics Data. ACUE may create, use, distribute, and otherwise make use of Analytics Data in any manner and for any purpose, all of which will be owned by and shall be the property of ACUE. "Analytics Data" means aggregated data derived from the operation or use of the Services, including data elements derived from Customer Content, and any conclusions, reports, or other data resulting from analysis of such data.

## 2. CONFIDENTIALITY

As used herein, "Confidential Information" means, any and all information or data, regardless of whether it is in tangible form, disclosed or otherwise made available in connection with this Agreement by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Receiving Party, or that would reasonably be expected to be confidential under the circumstances; provided, however, that in any event ACUE's Confidential Information shall include the features and functions of ACUE's products and services, and PBSC's Confidential Information shall include Customer Content. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, ACUE may disclose the terms of this Agreement to existing and potential investors, lenders and acquirers and the legal or financial advisors of the foregoing, as well as ACUE's employees, agents and contractors assisting ACUE with providing the Services or exercising ACUE's rights under this Agreement, in each case, under confidentiality terms substantially similar to those set forth in this Agreement. The obligations in this Section 2 are not applicable to information the Receiving Party can show: (i) is or becomes generally known to the public by any means other than a violation of this Agreement by the Receiving Party; (ii) is information previously known to the Receiving Party; (iii) is information independently developed by or for the Receiving Party; or (iv) is required by law to be released.

Any language contained in the Proposer's response to the RFQu purporting to require confidentiality of any portion of the Proposer's response to the RFQu, except to the extent that certain information is in the College's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the College which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The College shall be the final arbiter of whether any information contained in the Proposer's response to the RFQu constitutes a Trade Secret. The College's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the College and the College's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the College's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.



### **3. REPRESENTATIONS, WARRANTIES, AND EXCLUSIONS**

- 3.1 Representations and Warranties. ACUE represents and warrants to PBSC that ACUE shall provide the Services in a professional and workmanlike manner. Each Party represents and warrants to the other Party that such Party has the required rights, power, and authority to enter into this Agreement and to grant all rights, authority, and licenses granted hereunder, and that it will perform its obligations under this Agreement in a manner that complies with applicable laws, rules and regulations.
- 3.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND COMPANY CONTENT ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND AND ACUE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS AND THIRD PARTY LICENSORS DO NOT MAKE AND TO THE MAXIMUM EXTENT OF THE LAW EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, PBSC ACKNOWLEDGES THAT ACUE DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED, SECURE, OR ERROR-FREE FASHION AT ALL TIMES. PBSC MAY NOT MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF ACUE TO ANY AUTHORIZED USERS.

### **4. INTELLECTUAL PROPERTY INDEMNIFICATION**

ACUE agrees to indemnify, defend, and hold PBSC harmless from and against third-party claims brought against PBSC that the Services infringe a United States patent, copyright, or trademark. ACUE's obligation in this Section 4 is expressly conditioned upon: (i) ACUE being notified promptly in writing by PBSC of any such claim; (ii) ACUE having sole control of the defense or settlement of such claim, and PBSC not making any compromise, admission of liability or settlement or taking any other action impairing the defense of such claim without ACUE's prior written approval; (iii) PBSC cooperating with ACUE in all reasonable ways to facilitate the settlement or defense of such claim; and (iv) such claim not arising from PBSC's or any Authorized User's modifications, from ACUE's compliance with PBSC's designs, specifications or instructions, Customer Content, or from combination, operation or use of Services with other data, services, products or equipment provided by PBSC or others, or from PBSC's use of such Services other than in accordance with the Agreement. If use of the Services by PBSC has become the subject of an infringement claim or ACUE believes such an infringement claim is reasonably likely, ACUE may, at its sole option and expense, (a) use commercially reasonable efforts to procure the right for PBSC to continue using the infringing Services or (b) replace or modify the same so that it becomes non-infringing; provided, however, that if neither of the foregoing options is commercially feasible, either Party may terminate this Agreement immediately by providing written notice thereof to the other Party. If this Agreement is so terminated, PBSC's exclusive remedy and ACUE's entire liability shall be direct damages in an amount not to exceed that portion of the fees that corresponds to such infringing Services and that have actually been paid by PBSC.

THIS SECTION 4 STATES ACUE'S ENTIRE OBLIGATION TO PBSC AND ITS AUTHORIZED USERS WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS BROUGHT BY ANY THIRD PARTY.

### **5. LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING FROM BREACH OF SECTION 2 (CONFIDENTIALITY), THE TOTAL AGGREGATE LIABILITY OF ACUE AND ANY THIRD PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES (THE "ACUE PARTIES"), COLLECTIVELY, RELATING TO THIS AGREEMENT AND THE SUBJECT MATTER HEREOF, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY PBSC TO ACUE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT, ACT OR



OMISSION GIVING RISE TO SUCH DAMAGES. RECOVERY OF ACTUAL AND RECOVERABLE DIRECT DAMAGES, IF ANY, NOT TO EXCEED SUCH AMOUNT SHALL BE PBSC'S SOLE AND EXCLUSIVE REMEDY. NEITHER THE ACUE PARTIES NOR PBSC SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS OR LOST SALES OR BUSINESS, EVEN IF SUCH ACUE PARTY OR PBSC IS ADVISED, KNEW OF, OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

## 6. TERM, TERMINATION

- 6.1 Term. The "Term" shall commence on the Effective Date, and unless earlier terminated as described below, shall continue through June 30, 2023 unless extended by mutual written agreement of the Parties or terminated pursuant to the terms of this Agreement.
- 6.2 Termination for Cause. Each Party may terminate this Agreement, without liability, obligation, or penalty of any kind, upon written notice in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach.
- 6.3 Obligations on Termination. Upon termination or expiration of this Agreement, except as expressly provided hereunder, all rights granted hereunder and all obligations of ACUE to provide Services shall immediately terminate and the Parties shall (in each Party's sole discretion) return promptly or destroy (and, if applicable, confirm such destruction in writing to the other Party) all tangible material embodying the Confidential Information of the other Party, except for any archived copies automatically created in the ordinary course of the Party's document management systems (it being understood that such archived copies shall still be treated as Confidential Information hereunder and subject to the terms of this Agreement). The Parties agree that any fee(s) paid in connection with an order form under this Agreement are non-refundable if ACUE has performed any service(s) under such order form.
- 6.4 Survival. Termination of this Agreement or expiration of the Term shall not relieve PBSC from paying all fees (to the extent applicable) accruing prior to termination.

## 7. GENERAL

- 7.1 Use of Images. During the Term of this Agreement, PBSC grants ACUE permission to use the PBSC name and/or images (i.e., logos) for the purposes of advertising and/or promoting ACUE (including through recognition on ACUE's website and/or marketing materials), or, subject to prior written approval by PBSC, for other purposes deemed appropriate by ACUE in its reasonable discretion, except to the extent expressly prohibited by law.
- 7.2 Force Majeure. Neither Party shall be deemed in breach hereunder for any cessation, interruption, or delay in the performance of its obligations to the extent due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, pandemic, labor controversy, civil disturbance, terrorism, or war (whether or not officially declared), or any change in or the adoption of any law, regulation, judgment, or decree (each a "Force Majeure Event"); provided that financial inability in and of itself shall not be a Force Majeure Event. In such event, the Party whose performance has ceased, or been interrupted or delayed, shall, as quickly as practicable under the circumstances, notify the other Party by telephone (to be confirmed in writing within five (5) business days of the inception of such delay) and describe at a reasonable level of detail the circumstances of such Force Majeure Event and make commercially reasonable efforts to perform notwithstanding the Force Majeure Event. In the event ACUE is the affected Party and its performance has not been fully resumed within ten (10) days after the first occurrence of the Force Majeure Event, PBSC may terminate this Agreement immediately upon written notice to ACUE.

- 7.3 Compliance with Laws. In performing the services and other obligations to be performed hereunder, the Parties shall comply with all applicable federal, state, and local laws, rules, and regulations related to the performance of their duties and exercise of their rights hereunder.
- 7.4 No Assignment. PBSC may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without ACUE's express prior written consent. ACUE may assign or transfer this Agreement, in whole or in part, with PBSC's consent and agreement assign or transfer (i) is to an affiliate of ACUE, (ii) arises by operation of law, or (iii) occurs in connection with a merger, stock sale, or the sale, transfer, or other disposition of all or substantially all of ACUE's assets pertaining to the Services or another similar transaction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, and the Parties' respective successors and permitted assigns. Any attempt by either Party to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing shall be null and void.
- 7.5 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by a duly authorized representative of each Party. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 7.6 Relationship. Nothing in this Agreement shall be construed to place the Parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein shall give rise or is intended to give rise to any rights of any kind to any third parties. For all purposes under this Agreement, ACUE shall be and act as an independent contractor of PBSC.
- 7.7 Severability. If any provision of this Agreement is found to be unenforceable, then such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.
- 7.8 Counterparts. This Agreement may be executed and delivered in several counterparts, each of which together shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- 7.9 Governing Law, Jurisdiction. To the extent permitted by law and without PBSC waiving its sovereign immunity, all disputes, claims or controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its rules of conflict of laws. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of Florida in Palm Beach County for any litigation between the Parties arising out of or relating to this Agreement.
- 7.10 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed facsimile; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. Notices shall be sent to:

If to ACUE	If to PBSC
Attn: General Counsel 745 Fifth Avenue #500 New York, NY 10151	Attn: General Counsel 4200 Congress Avenue Suite201 Lake Worth FL 33461



7.11 Entire Agreement. This Agreement, together with any order forms, quotes or estimates (each, an “Order” and collectively “Orders”) which are attached hereto, constitutes the entire agreement between the Parties. Signed Orders supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter contained herein, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments, or quotations. In the event of a conflict between the Agreement and the Terms of Service posted on the ACUE website used in connection with delivery of the Services, then this Agreement shall prevail to the extent necessary to resolve such conflict.

7.12 Cumulative Remedies. Each Party retains all rights not expressly granted hereunder and, subject to the terms hereof, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy available under this Agreement or otherwise.

7.13 Effective Date. This Agreement shall be effective upon its full execution by both Parties, and the effective date of this Agreement shall be the last date entered in the signature lines below (the “Effective Date”).

IN WITNESS WHEREOF, the Parties’ authorized signatories have duly executed this Agreement as of the dates indicated below.

PALM BEACH STATE COLLEGE

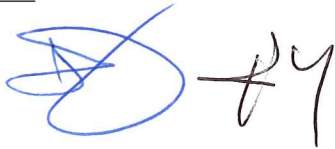
By: \_\_\_\_\_



Name: Ava L. Parker, J.D.

Title: President

Date:



EdCERT, LLC d/b/a ACUE

By: \_\_\_\_\_



Name: Doug Saldenberg

Title: Chief Financial Officer

Date:

12/20/2021

**ORDER FORM #7**

This Order Form #7 is entered into as of \_\_\_\_\_ (the "Order #7 Effective Date") and is governed by the Master Services Agreement (the "Agreement") between EdCERT, LLC dba Association of College and University Educators, ("ACUE") and Palm Beach State College dated December 20, 2021. The Term of the Agreement shall be extended and renewed, effective through December 31, 2025, upon signing of this Order Form #7 by the Parties. In the event of a conflict between the terms of this Order #7 and the Agreement, the terms of this Order #7 shall prevail.

<b>Order Summary</b>	
<b>Partner</b>	Palm Beach State College
<b>Product(s)</b>	Platform Subscription, Level 1
<b>Purchased Learning Credits</b>	10 See Program Terms and Conditions for options regarding usage of Learning Credits.
<b>Complimentary Offerings</b>	Partnership Portal Course-taker Impact Analytics
<b>ACUE Services and Deliverables</b>	During the License Term, ACUE will provide the services and deliverables described below. See Program Terms and Conditions for service level descriptions, terms and conditions. <ul style="list-style-type: none"> <li>• Deliver a rollout plan that establishes planned usage of Learning Credits;</li> <li>• Designate a Customer Success Director to be the primary contact;</li> <li>• Provision access to Partnership Portal;</li> <li>• Deploy Dedicated Cohort(s) on LMS;</li> <li>• Staff Course Facilitator(s) for Dedicated Cohorts;</li> <li>• Enroll course-takers into Dedicated Cohorts;</li> <li>• Award digital badges and/or certificates;</li> <li>• Administer helpdesk technical support;</li> <li>• Provide scoring and feedback for reflections; and</li> <li>• Produce Course-taker Impact Analytics reporting.</li> </ul>
<b>Partner Responsibilities</b>	Partner acknowledges the responsibilities described below align with ACUE success factors and serve to maximize likelihood of program success against stated goals. <ul style="list-style-type: none"> <li>• Appoint an Executive Sponsor to champion the program;</li> <li>• Appoint a Campus Lead to be the primary day-to-day owner of the program;</li> <li>• Collaborate with ACUE to develop a rollout plan;</li> <li>• Understand and adhere to scheduling guidelines; and</li> <li>• Lead course-taker recruiting aligned with established best practices.</li> </ul>
<b>License Term</b>	Commencing on Order #7 Effective Date and ending one year thereafter.  The Term is subject to Partner’s payment obligations and termination provisions of the MSA.
<b>License Fees</b>	\$96,250 due as specified in Payment Terms

<b>Payment Terms</b>	<p>Partner shall pay ACUE the License Fees listed above as follows:</p> <p style="text-align: center;">Year 1: \$96,250 invoiced on signing, net 30</p> <p>Partner agrees to pay all applicable taxes associated with Fees due under this Order Form. If Partner is exempt from taxes, Partner shall deliver to ACUE an exemption certificate on signing. ACUE will invoice Partner at least thirty (30) days prior to an invoice due date.</p>
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This Order Form #7 is subject to the following Program Terms and Conditions:

- 1) **Definitions:** The following terms have the meaning set below:
  - a) **Access Period:** The duration of the ACUE Platform Subscription, aligned with the License Term, during which time ACUE renders the Services and Deliverables described in Order Summary
  - b) **Add-on Credits:** Learning Credits purchased during the License Term.
  - c) **Campus Lead:** The individual designated to lead the ACUE program day-to-day including (i) managing against rollout plan, (ii) serving as Partnership Portal administrator, (iii) implementing a recruiting plan aligned with best practices; and (iv) serving as primary point of contact for day-to-day work.
  - d) **Course Facilitator:** An expert in teaching and learning responsible to conduct course launches and guide course-taker implementation and completion.
  - e) **Customer Success Director:** Primary point of contact responsible for ensuring program success through relationship management, project management and a deep knowledge of ACUE offerings.
  - f) **Dedicated Cohort:** ACUE courses where enrollment is comprised exclusively of Partner-designated course-takers, and aligned with ACUE institutional scheduling and implementation guidelines.
  - g) **Effective Teaching Practice Framework:** A leading statement of the core competencies that every college and university educator needs to deliver quality instruction, endorsed by the American Council on Education.
  - h) **Executive Sponsor:** A senior-level leader who champions program success at key touchpoints including: (i) by introducing ACUE campus-wide, (ii) motivating course-takers around course starts and mid-program, (iii) participating or supporting ACUE recognition ceremonies, (iv) appointing a Campus Lead for day-to-day operational needs and (v) aligning appropriate incentives with course-taker success.
  - i) **Course-taker Impact Analytics:** Periodic reporting geared towards administrators that include aggregated, anonymized data about learning, implementation, self-efficacy, engagement and completion.
  - j) **Comprehensive Courses for Certification:** 25-week courses, with requirements commensurate with a three-credit graduate-level course, aligned to the Effective Teaching Practice Framework, that prepare faculty with the comprehensive set of evidence-based skills to be effective in the classroom. Completing a comprehensive course results in a certification in the Effective Teaching Practice Framework, awarded in collaboration with the American Council on Education.

- k) **Learning Credits:** credits that can be exchanged for ACUE courses and related services during the Access Period, as shown in the table below. The Course Catalog is included in Appendix A.

Table 1: Learning Credit Legend

ACUE Offering	Learning Credits	Usage Metric
Comprehensive Courses for Certification	5	Per Dedicated Cohort
True-up Courses	4	Per Dedicated Cohort
Courses	2	Per Dedicated Cohort
Student Survey Center	1	For up to five Dedicated Cohorts
Add-on Concentration	1	For up to three Dedicated Cohorts

- l) **Courses:** Multiple short-duration modules that prepare course-takers with evidence-based skills to be effective educators. Completing a four-course pathway earns a certificate in the Effective Teaching Practice Framework.
- m) **Partnership Portal:** a dedicated system to support course-taker recruitment, enrollment and communications.
- n) **Platform Subscription:** Access to ACUE human and technology resources to deliver professionally facilitated, online courses in effective instruction for faculty and staff and related services during the Access Period.
- o) **True-up Courses:** For individuals who have completed an ACUE course and now want to complete a four-course pathway to certification in the Effective Teaching Practice Framework.
- 2) **Terms and Conditions:** ACUE Services and Deliverables are subject to the following terms and conditions.
- a) **Dedicated Cohort Terms:**
- Courses may start throughout the Access Period aligned with Scheduling Guidelines
  - Up to 33 course-takers may participate in a Dedicated Cohort
  - Up to two (2) observers may join a course, who may not take courses for credit
  - Course End Dates may be extended by ACUE's discretion
  - After each Course End Date, courses remain accessible in a read-only state for one (1) month.
- b) **Scheduling Guidelines:**
- Courses must be scheduled at least 45 days in advance of the course start date
  - Course changes less than 45 days from course start date are subject to a \$2,000 fee
- c) **Student Survey Center terms:**
- Delivered as an add-on to each instance of a Dedicated Cohort
  - For Courses: (i) surveys will remain open for the duration of the course, (ii) course-takers will receive individual reports provided at least 15 survey responses are received.
  - For Comprehensive Courses for Certification: (i) surveys will remain open for two survey

windows aligned with the end of the academic term, (ii) course-takers will receive individual reports provided at least 15 survey responses are received, and (iii) institutions will receive an aggregated report provided at least five course-takers receive responses and at least 100 total survey responses are received.

- d) Add-on Credits may be purchased at any time during the License Term for \$9,250 per credit. Usage of Add-on Credits aligns with the License Term.
- e) If one or more Learning Credits remain unused after an Access Period (each, a “Rollover Credit”), Partner will be entitled as a courtesy to rollover one (1) Learning Credit at no cost provided (i) Partner renews with no lapse in service and (ii) such Rollover Credit is used within three months.
- f) Course-taker Impact Analytics terms:
  - Reports group courses by semester of launch
  - Comprehensive Courses for Certification: one mid-course Progress and one Summary Report
  - Courses, one Summary Report
- g) Partnership Portal Terms
  - Usage of Partnership Portal aligns with Access Period
  - Partners may designate up to three (3) portal administrators

The prices, terms and conditions contained in this Order Form are valid through October 31, 2024.

ACCEPTED ON BEHALF OF PARTNER	ACCEPTED ON BEHALF OF ACUE
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**Appendix A**  
*Course Catalog*

**Comprehensive Courses for Certification**

Effective Teaching Practices, comprised of a four-course pathway

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses

Effective Online Teaching Practices, comprised of a four-course pathway

- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course
- Designing Learner-Centered and Equitable Courses

**Pathway Courses to Certification**

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses
- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course

**Courses**

- Fostering a Culture of Belonging

**Add-on Concentration**

- Career Guidance and Readiness



**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Recommendation that the Palm Beach State College District Board of Trustees Authorize Amendment No. 4 to the General, Unrestricted, Operating Fund (Fund 1) Reclassifying Budget Expenditures from Current Operating Expense to Compensation Expense for the Fiscal Year 2023-24. Staff Contact: Mr. James Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** Palm Beach State College's overall expenses are under budget but, there is a need to transfer budget from Current Operating Expense to Compensation expense to cover the increase in benefit costs. This is a non-cash, budget transfer between expenditure types of \$1,800,000.

**Financial Impact:** None.

**Strategic Goal(s) Addressed:** Expand – Ensure growth by attracting and retaining students through effective alignment of programs, services, and resources for a changing marketplace. Maximize resources.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

Fund.1.Amendment.FY2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**BUDGET AMENDMENT REQUEST**  
PALM BEACH STATE COLLEGE

Fiscal Year: 2023-2024  
 Month: June  
 Amendment: 1

Be it resolved that the District Board of Trustees, Palm Beach State College, in meeting assembled, pursuant to Section 1011.30, Florida Statutes, and Rule 6A-14.0716, Florida Administrative Code, hereby requests the Florida College System to approve amendments to the state college budget for the fiscal year as follows:

Fund Name: General Operating Fund  
 Number: 1

CATEGORY	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET
Beginning Fund Balance	17,095,708.00			17,095,708.00
Revenues (Detail Attached)	143,627,285.00			143,627,285.00
Total to be Accounted for	160,722,993.00	0.00	0.00	160,722,993.00
Compensation (Detail Attached)	109,672,359.00	1,800,000.00		111,472,359.00
Current Expenses (Detail Attached)	32,704,926.00		1,800,000.00	30,904,926.00
Capital Outlay (Detail Attached)	1,250,000.00			1,250,000.00
Total to be Accounted for	143,627,285.00	1,800,000.00	1,800,000.00	143,627,285.00
Ending Fund Balance	17,095,708.00	0.00	0.00	17,095,708.00
Total to be Accounted for	160,722,993.00	1,800,000.00	1,800,000.00	160,722,993.00

Justification: SEE ATTACHED

Certified:   
 Vice President of Finance and Administration

Date: 8/30/24

**AMENDMENT #1 RECAP  
FY 2023-24**

**Source:**

Current Operating Expense	\$ 1,800,000.00
	<u><u>\$ 1,800,000.00</u></u>

**Use:**

Compensation Expense	\$ 1,800,000.00
	<u><u>\$ 1,800,000.00</u></u>

**Justification:**

The College overall expenses are under budget but there is a need to transfer budget from Operating Expense to Compensation Expense to cover benefit expense. This is a non-cash, technical accounting expense of \$1,800,000.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Carryforward Spending Plan  
Presenter: Mr. James Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** Palm Beach State College is presenting an annual spending plan category breakdown related to our 2023-2024 Operating Fund Balance, Pursuant to 1013.841, Florida Statutes, for review and approval prior to September 30, 2024.

The College is required to have a minimum Fund 1 Operating reserve balance of 7% of annual funds available. When the College's operations result in amounts lower than the threshold, it is to produce a savings plan, and conversely, if amounts result above the threshold, a spending plan must be produced.

The results of operations for the 2023-2024 fiscal year produced an excess of \$5,321,599. Three main positive contributing factors included, operational savings, infusions of Pipeline funding, and slight enrollment increases over prior year.

The College proposes the spending of these funds related to the transition of employee benefits to the State.

**Financial Impact:** \$5,321,599

**Strategic Goal(s) Addressed:** Collaboration - We will cultivate dynamic collaborations that leverage our student's impact on our community's economic and social growth.

**Duration of Contract:** Duration will vary based on each project undertaken

**RECOMMEND:** Approval

**Attachments:**

23-24 Carryforward Spending Plan Template 08.13.24 Final  
~~Certification of Financials 2023-2024~~

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Carryforward Amount Budgeted for Expenditure During FY 2024-25	Project Timeline			Comments/Explanations
				Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1.	(e) Operating expenditures	Continuation of strategic initiatives carryover-prior spending plans.	474,455	1	1	2025	Non Grant funded capital purchase
2.	(e) Operating expenditures	Medical and Dental Equipment	789,363	1	1	2025	Non Grant funded equipment purchases
3.	(e) Operating expenditures	Training, employee development, non recurring employee benefits	4,057,781	1	1	2025	Nonrecurring program(s).
4.	Select Category						
5.	[Create your own category]						

<b>Total as of July 1, 2024: *</b>	<b>\$ 5,321,599</b>
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<b>Amount Requiring Spending Plan</b>	<b>\$ 5,321,599</b>
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**CERTIFICATION OF FINANCIALS  
AS REPORTED ON THE ANNUAL FINANCIAL REPORT  
FISCAL YEAR 2023 - 2024**

**College:** **PALM BEACH STATE COLLEGE**

Reserve for Performance Based Incentive Funds	\$	-
Reserved for Academic Improvement Trust Funds	\$	-
Reserved for Other Required Purposes	\$	-
Reserved for Staff & Program Development	\$	-
Reserved for Student Activities Funds	\$	-
Reserved for Matching Grants	\$	-
Fund Balance - Board Designated	\$	-
Fund Balance - College	\$	16,606,808.54
<b>Total Unallocated Fund Balances</b>	<b>\$</b>	<b>16,606,808.54</b>
<b>Total Funds Available</b>	<b>\$</b>	<b>161,217,283.15</b>
<b>Unallocated Fund Balance as % of Total Funds Available</b>		<b>10.3009%</b>

**CERTIFIED AS  
APPROVED BY  
CFO:**

  
 \_\_\_\_\_  
**Chief Financial Officer**  
 James Duffie, CPA  
 Vice President of Finance and Administration

**APPROVAL DATE:** 8/26/24

Section 11.45(2), Florida Statutes, the Auditor General shall: (c) Annually conduct financial audits of all state universities and Florida College System institutions and verify the accuracy of the amounts certified by each state university and Florida College System institution chief financial officer

Section 1011.84(3)(e) If at any time the unencumbered balance in the general fund of the Florida College System institution board of trustees approved operating budget goes below 5 percent for a Florida College System institution with a final FTE less than 15,000 for the prior year, or below 7 percent for a Florida College System institution with a final FTE of 15,000 or greater for the prior year, the president shall provide written notification to the State Board of Education. By September 30 of each year, the chief financial officer of each Florida College System institution shall certify the unexpended amount of state funds remaining in the general fund of an institution as of June 30 of the previous fiscal year.

**Please complete and return this form to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org) by**

**9/30/2024**

**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** District Facilities Master Projects List Dated September 4, 2024  
Staff Contact: Mr. Kirk Stetson, Manager, Facilities, Planning and Construction

**Summary:**

**Background/Pertinent Facts:** This report provides a monthly overview of all Facilities Planning and Construction projects collegewide. The following Report Summary highlights the projects that are in the Active Construction Phase on each campus.

**September 4, 2024 – Report Summary**

**LAKE WORTH CAMPUS**

- LW 6th Avenue Master Landscape Plans Phase 1B – QUAD
- LW ETA128 Medical Simulation Training Center Remodeling

**PALM BEACH GARDENS CAMPUS**

- PBG - SITE - Berm Restoration & Fencing
- PBG Eisey Theater Building Envelope
- PBG CM Chiller 2 Replacement
- PBG Eisey Theater Roof Replacement

**BELLE GLADE CAMPUS**

- No projects in active construction

**BOCA RATON CAMPUS**

- No projects in active construction

**LOX GROVES CAMPUS**

- LG DMST Building - NEW Construction

**Financial Impact:** Not Applicable to this report. Impact to construction and maintenance funding is significant and estimated for each project reported.

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** Not Applicable to this report, which is updated weekly for submission and review by Finance and Administration.

**RECOMMEND:** Approval

**Attachments:**

District Facilities Master Projects List\_9-4-2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



# District Facilities MASTER PROJECTS LIST

Wednesday, September 4, 2024

General PROJECT Information			FUNDING Information			SCHEDULE Information	
Project NAME	Type	Status	FUNDING	Project Budget	CONST Cost	CONST Start	CONST End
DIST - Active Learning Classrooms - Phase 2	REMODEL	CONSTRUCTION	PLANT LOCAL	\$ 445,000.00	est \$437,000	6/10/2024	11/1/2024
DIST - Exterior Entry Door Electronic Access Control	ELECTRIC	CONSTRUCTION	SFRF	\$ 2,000,000.00	est \$1,991,000	est 5/10/2024	est 12/31/2026
Historic Building Remodeling/Renovation	REMODEL	DESIGN	PLANT LOCAL	\$ 1,507,447.83	TBD	est 10/1/2024	est 1/31/2025
LW TC117 Graphics Lab Remodeling (Rm TC 104N)	REMODEL	COMPLETE	PLANT LOCAL	N/A	InHouse	COMPLETE	COMPLETE
LW CM124 Cooling Tower 2 Refurbishment	HVAC	COMPLETE	CIF	\$ 290,000.00	\$ 247,597.97	COMPLETE	COMPLETE
LW CF105 Cafeteria Re-Roof	ROOF	CLOSEOUT	DEF MAINT	\$ 724,500.00	\$ 675,000.00	2/26/2024	COMPLETE
LW 6th Avenue Master Landscape Plans Phase 1B - QUAD	SITE	CONSTRUCTION	CIF	\$ 3,845,188.76	\$ 2,322,467.49	8/1/2023	10/1/2024
LW ETD158 Cosmetology Electrical Upgrade/Remodeling	ELECT/REMO	COMPLETE	CIF	\$ 33,775.00	\$ 25,485.00	5/1/2024	COMPLETE
LW ETA128 Medical Simulation Training Center Remodeling	REMODEL	CONSTRUCTION	CIF/DONOR	\$ 4,850,000.00	\$ 4,178,636.08	8/1/2024	5/16/2025
LW FN110 AHU Replacement	HVAC	PRE-CON	SFRF	\$ 200,000.00	\$ 154,942.00	est 12/18/24	TBD
LW LL113 Library Renovation/Remodeling/Addition	REMO/ADDIT	RFQ - A/E & CM	PECO/LOCAL	\$ 9,800,000.00	TBD	TBD	TBD
LW NS501 Equipment Roof Cover	ROOF	DESIGN	TBD	TBD	TBD	TBD	TBD
LW BK129 E-Sports (SAC) Remodeling	REMODEL	HOLD	CIF	\$ 94,824.00	TBD	TBD	TBD
LW - SITE - Master Utility Plan UPDATES	STUDY	DESIGN	TBD	N/A	N/A	TBD	TBD
LW - Domestic Water Loop Repairs & Replacement	PLUMBING	DESIGN	DEF MAINT	\$ 71,991.00	\$ 66,694.00	On-going	TBD
LW DW335 - District Warehouse Roof Replacement	ROOF	DESIGN	DEF MAINT	\$ 193,233.00	\$ 193,233.00	est 10/1/2024	est 12/1/2024
LW TC117 - HVAC Replacement	HVAC	DESIGN	SFRF	\$ 3,254,479.00	TBD	TBD	TBD
LW CJB107 - OCPA-Production Studio Renovation	RENOVATION	PENDING	TBD	TBD	TBD	TBD	TBD
LW TC117 - OCPA Remodeling/Furniture	REMODEL	HOLD	TBD	TBD	TBD	TBD	TBD
LW CS - Counseling Staff Relocations	FURNITURE	HOLD	TBD	TBD	TBD	TBD	TBD
LW ITB118 AHU Replacement	HVAC	HOLD	TBD	TBD	TBD	TBD	TBD
PBG - SITE - Berm Restoration & Fencing	SITE	CONSTRUCTION	CIF	\$ 163,000.00	\$ 159,662.00	3/15/2024	9/13/2024
PBG Eissey Theater Building Envelope	RENOVATION	CONSTRUCTION	SFRF	\$ 1,010,272.55	\$ 1,010,272.55	2/5/2024	10/7/2024
PBG CM Chiller 2 Replacement	HVAC	CONSTRUCTION	SFRF	\$ 735,298.00	\$ 601,423.00	8/12/2024	9/30/2024
PBG Underground CHW Piping -AA102	HVAC	CLOSEOUT	SFRF	\$ 240,000.00	\$ 237,872.00	6/21/2024	9/10/2024
PBG CM Generator Replacement	ELECTRIC	PERMIT	SFRF	\$ 640,000.00	\$ 620,609.00	TBD-LongLead	TBD
PBG Eissey Theater Roof Replacement	ROOF	CONSTRUCTION	SFRF	\$ 1,693,327.15	\$ 1,693,327.15	6/17/2024	11/1/2024
PBG LC107 Respiratory Care Lab Remodeling	REMODEL	BID	GRANT	\$ 700,000.00	TBD	TBD	TBD
PBG - SITE - Floating Dock Relocation	SITE	DESIGN	PLANT LOCAL	\$ 30,000.00	TBD	TBD	TBD
PBG Concrete Spalling AA & AD Stair Towers	REPR	DESIGN	SFRF	\$ 3,560,000.00	TBD	TBD	TBD
PBG Eissey Theater - Structural Repairs (Stair Replacement)	RENOVATION	BID	SFRF	\$ 960,000.00	TBD	TBD	TBD
PBG Roof Replacement Exterior Covered Walkways	ROOF	DESIGN	SFRF	\$ 480,000.00	TBD	TBD	TBD
PBG TMRW Sports - Owner related scope	NEW	DESIGN	LOCAL	\$ 96,600.00	TBD	5/1/2024	est 12/31/2024
PBG Underground CHW Piping Replacement	HVAC	DESIGN	SFRF	\$ 1,960,000.00	TBD	TBD	TBD
PBG LL104 CTLE remodeling	REMODEL	HOLD	TBD	TBD	TBD	TBD	TBD
PBG SITE Pedestrian Lighting Improvements - SoFi Experience	SITE	DESIGN	FOUNDATION	\$ 222,801.00	\$ 222,801.00	10/4/2024	12/13/2024
PBG SITE-Perimeter Road Lighting - SoFi Experience	SITE	DESIGN	FOUNDATION	\$ 127,099.00	\$ 127,099.00	10/14/2024	12/13/2024

LEGEND: FUNDING - CIF = CAPITAL IMPROVEMENT FUND; DEF MAINT = DEFERRED MAINTENANCE; PECO = PUBLIC EDUCATION CAPITAL OUTLAY; SFRF = STATE FISCAL RECOVERY FUND

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## District Facilities MASTER PROJECTS LIST Cont'd

Tuesday, September 3, 2024

General PROJECT Information			FUNDING Information			SCHEDULE Information	
Project NAME	Type	Status	FUNDING	Project Budget	CONST Cost	CONST Start	CONST End
BG - FI Broadband Community Project	REMODEL	PENDING	TBD	TBD	TBD	TBD	TBD
BR BT104 Engineering Lab Remodeling	REMODEL	CLOSE OUT	CIF	\$ 550,000.00	\$ 392,983.00	5/13/2024	COMPLETE
BR CB100 HVAC Upgrades 1st Floor	HVAC	CLOSE OUT	DEF MAINT	\$ 942,529.95	\$ 906,736.73	5/1/2024	9/10/2024
BR AD102 E-Sports Remodeling	REMODEL	HOLD	CIF	\$ 46,000.00	TBD	TBD	TBD
BR CA101 & CB100 Roof Replacement	ROOF	DESIGN	SFRF	\$ 1,000,000.00	\$ 984,950.00	TBD	TBD
BR AD102 CTLE Remodeling	REMODEL	HOLD	TBD	TBD	TBD	TBD	TBD
BR CB100 Research Lab Prep Rm CB117.1 Remodeling	REMODEL	HOLD	TBD	TBD	TBD	TBD	TBD
BR BT104 HVAC Upgrade	HVAC	HOLD	TBD	TBD	TBD	TBD	TBD
LG DMST Building - NEW Construction	NEW	CONSTRUCTION	PECO/SFRF	\$ 62,149,663.30	\$ 54,782,076.00	5/8/2023	2/25/2025
LG LGA101 Medical Assistant Lab Remodeling	REMODEL	FURNITURE	N/A	N/A	\$ -	5/1/2024	COMPLETE
LG ERTC Master Planning Study BG & LG	SITE	STUDY	LOCAL	\$ 62,150.00	TBD	N/A - STUDY	COMPLETE
LG ERTC BG & LG	SITE	PLAN	PECO/LOCAL	\$ 3,000,000.00	TBD	TBD	TBD

## District Facilities CAPITAL PROJECTS PLANNING LIST

General PROJECT Information			FUNDING Information			SCHEDULE Information	
Project NAME	Type	Status	FUNDING	Project Budget	CONST Cost	CONST Start	CONST End
LW Lowe's Construction Trades Innovation Center	NEW	STDY	GRANT	\$ 1,000,000.00	TBD	TBD	TBD
LW Campus Sports Master Plan	SITE	STDY	TBD	\$ -	TBD	TBD	TBD
LW SITE - 26KVA Electrical Extension	SITE	STDY	TBD	\$ 15,000.00	TBD	TBD	TBD
LW 6th Avenue Master Landscape Plans Phase 2 - ENTRY BOULEVARD	SITE	PENDING	TBD	\$ 3,000,000.00	TBD	TBD	TBD
LW HU120 - Shade Sails on East Plaza	SITE	PENDING	TBD	TBD	TBD	TBD	TBD
PBG - NEW - Trades Center Building	NEW	PENDING	TBD	\$ -	TBD	TBD	TBD

LEGEND: FUNDING - CIF = CAPITAL IMPROVEMENT FUND; DEF MAINT = DEFERRED MAINTENANCE; PECO = PUBLIC EDUCATION CAPITAL OUTLAY; SFRF = STATE FISCAL RECOVERY FUND

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Budget Analysis August 2024  
Staff Contact: Mr. James Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** This agenda item provides a snapshot of the month-end budgets and actual revenues and expenses as of August 31, 2024.

The College continues to closely monitor revenues, expenses, and fund balances, paying close attention to enrollment data as it relates to revenue.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Excel – Organizational Vitality

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

Budget.Analysis.August.31.2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College**  
**For the Two Months Ending August 31, 2024**

	<b>2024/25 Original Budget</b>	<b>Year to Date 7/31/2024</b>	<b>% Current to Original Budget</b>
<b>Revenues:</b>			
Student Tuition & Fees	\$ 77,086,801	\$ 28,301,687	37%
Less: Legislative Fee Waivers	(18,153,798)	(6,841,155)	38%
Net Student Tuition & Fees	<u>\$ 58,933,003</u>	<u>\$ 21,460,532</u>	36%
Dual Enrollment Fees	\$ 2,000,000	\$ 333,333	17%
State Government:			
FL College System Program Fund	\$ 65,808,361	\$ 10,968,060	17%
Lottery	13,200,326	2,200,054	17%
Performance Funding	1,362,933	227,154	17%
Other	2,757,660	412,065	15%
Total State Government	<u>\$ 83,129,280</u>	<u>\$ 13,807,333</u>	17%
Federal Government	551,500	77,996	14%
Private Grants/Contracts	400,000	159,295	40%
Sales and Services	1,200,000	314,530	26%
Interest and Dividends & Gain/Loss on Investments	400,000	199,364	50%
Other Revenues	390,000	38,803	10%
Non-Revenue Receipts	1,155,500	144,108	12%
<b>Total Revenue</b>	<u><b>\$ 148,159,283</b></u>	<u><b>\$ 36,535,294</b></u>	<b>25%</b>
<b>Expenditures:</b>			
Compensation by Employment Category			
Instruction	\$ 27,418,732	\$ 3,315,368	12%
Instructional - Overload	3,700,000	1,073,506	29%
Adjunct Instructional	12,129,000	1,673,145	14%
Instructional Management	2,459,000	450,766	18%
Institutional Management	1,505,000	252,360	17%
Executive Management	2,277,000	481,980	21%
Other Professional	19,076,200	3,882,657	20%
Staff Part Time	2,700,000	418,192	15%
Technical, Clerical Trade and Service	14,839,000	2,674,854	18%
Student Assistants	400,000	17,706	4%
Contingency - Budget Only	1,937,000	-	0%
Total Compensation by Categories	<u>\$ 88,440,932</u>	<u>\$ 14,240,534</u>	16%
Benefits	24,503,900	4,344,074	18%
Total Compensation and Benefits	<u>\$ 112,944,832</u>	<u>\$ 18,584,608</u>	16%
Current Expenses			
Professional Development, Travel, & Mileage	\$ 767,967	\$ 110,759	14%
Freight and Postage	79,932	15,357	19%
Telecommunications	188,222	56,065	30%
Printing	133,064	426	0%
Repairs and Maintenance	1,759,011	200,007	11%
Rentals	306,786	11,470	4%
Insurance	2,889,270	1,928,741	67%
Utilities	4,134,740	601,953	15%
Other Services	6,917,193	1,022,095	15%
Professional Fees	1,833,343	413,334	23%
Materials and Supplies	4,057,947	277,201	7%
Data Software - Non Capitalized	5,123,687	1,413,016	28%
Maintenance and Construction Materials	483,118	96,857	20%
Other Materials and Supplies	837,277	145,720	17%
Library Resources	650,682	75,182	12%
Scholarships and Waivers	2,062,081	963,371	47%
Other Expenses	706,425	9,356	1%
Contingency	500,000	-	0%
Total Current Expenses	<u>\$ 33,430,745</u>	<u>\$ 7,340,910</u>	22%
Total Equipment	1,783,706	184,958	10%
<b>Total Expenditures</b>	<u><b>\$ 148,159,283</b></u>	<u><b>\$ 26,110,476</b></u>	<b>18%</b>
<b>Net Revenue (Expense)</b>	<u><b>\$ -</b></u>	<u><b>\$ 10,424,818</b></u>	

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Second Reading and Request for Approval to Repeal Policy 6Hx-18-4.51  
Acquisition of Professional Architectural, Engineering, Landscape  
Architectural, or Land Surveying Service  
Staff Contact: Mr. Edgar Cintron, Director of Facilities

**Summary:**

**Background/Pertinent Facts:** Second Reading and request for approval to repeal DBOT Policy 6Hx-18-4.51 Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services.

This policy was last reviewed 08.12.1992.

Guidelines are established by the Consultants' Competitive Negotiation Act, Section 287.055 F.S. Said statute has been reviewed multiple times since 1990.

Current Policies are being reviewed and updated to make the College more efficient and to incorporate best practices.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

REPEAL 6Hx-18-4.51 Professional Services

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

<b>TITLE</b>	<del>Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services</del>	<b>NUMBER</b> <del>6Hx-18-4.51</del>
<b>LEGAL-AUTHORITY</b>	<del>1001.61 FS, 1001.64 FS</del>	<b>PAGE</b> <del>1 of 1</del>
<b>DATE-ADOPTED/AMENDED</b>	<del>Readopted 2/27/1975; Amended 7/26/1979, 8/18/1982, 12/16/1987, 2/14/1990, 8/12/1992</del>	

**Policy:**

~~Services of professional architects, engineers, landscape architects, or land surveyors shall be selected and negotiated according to Section 287.055 Florida Statutes and in accordance with administrative procedural guidelines adopted by the District Board of Trustees.~~

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Second Reading and Request for Approval to Repeal Policy 6Hx-18-4.52 Fees for Architects, Engineers, and Planners.  
Staff Contact: Mr. Edgar Cintron, Facilities Director.

**Summary:**

**Background/Pertinent Facts:** Second Reading and request for approval to repeal DBOT Policy 6Hx-18-4.52 Fees for Architects, Engineers, and Planners.

This policy was last reviewed 03.14.1990.

Pertinent guidelines are established by the Consultants' Competitive Negotiation Act, Section 287.055 F.S. Said statute has been revised multiple times since 1990. The State Requirements for Educational Facilities (SREF) and related statutes govern such activities for the College System.

Current Policies are being reviewed and cleaned up to make us more efficient and to incorporate best practices.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

REPEAL 6Hx-18-4.52 Fees for Arch, Engr, Planners

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

<b>TITLE</b>	Fees for Architects, Engineers, and Planners	<b>NUMBER</b> 6Hx-18-4.52
<b>LEGAL-AUTHORITY</b>	1001.61 FS, 1001.64 FS	<b>PAGE</b> 1 of 1
<b>DATE-ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 7/26/1979, 6/20/1984, 3/14/1990; Amended 08/20/2024	

**Policy:**

The basic fee for services paid to an architect, engineer, or planner when employed directly by the Board of Trustees on an individual construction or planning project shall be negotiated in accordance with the Consultants' Competitive Negotiation Act, Section 287.055 FS. The Act requires a two-step process. Competitive negotiations shall occur with the firm or firm(s) only after they have been recommended in accordance with the Competitive Selection Process of the statute.



**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Review Annual Financial Report for the 2023-2024 Fiscal Year  
Presenter: Mr. James Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** The Annual Financial Report (AFR) for the 2023-2024 fiscal year that ended on June 30, 2024, shows Palm Beach State College's net position and activities. Revenue in the current unrestricted funds, Funds 1 and 3, was over \$143 million. Current restricted fund revenues, Fund 2 - Grants, Student Activities, and Athletics, were approximately \$19 million.

The College also expended approximately \$67 million in financial aid, Fund 5 - Scholarships, and over \$37 million in Fund 7 - Capital Improvement and Construction. Fund 1, Unrestricted operating expenses were \$31 million.

The state audit is underway for the 2023-2024 fiscal year, and the audited financial statements will be released subsequent to the audit. Summary information can be found on pages 12-16 of the report.

The full report can be found on the Palm Beach State College website at:  
<https://www.palmbeachstate.edu/finance/documents/AnnualFinancialReport2023-2024.pdf>

**Financial Impact:** N/A

Strategic Goal(s) Addressed: Collaboration - We will cultivate dynamic collaborations that leverage our student's impact on our community's economic and social growth.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

AnnualFinancialReqport2023-2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Second Reading - REPEAL 6Hx-18-4.63 Liquidated Damages Policy  
Staff Contact: Geovanni J. Denis, Esq., Associate General Counsel

**Summary:**

**Background/Pertinent Facts:** Board Policy 6Hx-18-4.63, adopted on February 27, 1975, and amended on August 8, 1990, outlines the conditions under which liquidated damages are applied to construction contracts when a contractor fails to complete a project within the specified timeframe.

Courts have consistently denied the enforceability of liquidated damages clauses, when deemed punitive, unreasonable, and not based on relevant factors. However, in addition to analyzing relevant factors, liquidated damages clauses have been deemed enforceable if the assessment is not strictly a penalty and the assessment of actual damages at the time of the execution was uncertain.

The current policy prescribes a flat daily rate, solely dependent on the contract sum. Factors such as the nature and/or purpose of the contract, circumstances surrounding the execution of the contract, natural and/or ordinary consequences of a breach, and the unique circumstances surrounding each case are not considered.

The college's current contract management practices include the review and drafting, as applicable, of detailed clauses on liquidated damages that are customized to the specific project requirements. These contracts are drafted and reviewed regularly to ensure compliance with all relevant laws and regulations, making an additional policy redundant.

Given the above, Board Policy 6Hx-18-4.63 on liquidated damages is no longer legally enforceable, and as such, the college recommends that the Board of Trustees approve the repeal of Policy 6Hx-18-4.63.

This policy was presented to the Board on August 20, 2024, for a first reading.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Second Reading - REPEAL Liquidated Damages Policy (6Hx-18-4.63)

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

<b>TITLE</b>	Liquidated Damages	<b>NUMBER</b> 6Hx-18-4.63
<b>LEGAL AUTHORITY</b>	100.61 FS, 1001.64 FS	<b>PAGE</b> 1 of 2
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 8/8/1990	

**Policy:**

~~Failure to complete a construction project within the time fixed in any construction contract and/or agreement will result in substantial injury to the owner, and damages arising from such failure cannot be calculated with any degree of certainty; it is for this reason that the owner adopts the following conditions and schedule of liquidated damages:~~

- ~~1. The number of days for the contract shall be specified in the contract documents in accordance with the State Board of Education regulations.~~
- ~~2. The number of days indicated by the proposal shall be the basis for establishing the date of substantial completion. Time on the contract will begin with the notice to proceed issued by the architect.~~
- ~~3. The contractor recognizes and agrees that damages due to failure of the contractor to complete the construction project on the date scheduled are difficult to estimate and/or prove. The contractor consents and agrees that it is not necessary for the owner to prove monetary loss.~~
- ~~4. The contractor agrees to pursue this contract diligently, to provide sufficient labor and to schedule receipt of materials so as to insure full completion on or before the date of the substantial completion, and, should he/she fail to do so, he/she will pay the owner liquidated damages, not to be construed as a penalty, in accordance with the schedule below:~~

<del>Contract Sum</del>	<del>Liquidated Damages</del>
<del>\$00 to \$100,000</del>	<del>\$150 per day</del>
<del>\$100,001 to \$250,000</del>	<del>\$200 per day</del>
<del>\$250,001 to \$500,000</del>	<del>\$300 per day</del>
<del>\$500,001 to \$1,000,000</del>	<del>\$400 per day</del>
<del>\$1,000,001 to \$2,500,000</del>	<del>\$500 per day</del>
<del>\$2,500,001 and over</del>	<del>\$600 per day</del>

~~Larger amounts for liquidated damages may be specified for construction projects which have a critical time factor for completion. In such cases, failure of the contractor to meet the time of the construction contract would disrupt and damage the programs to be housed in the facility under contract.~~

- ~~5. The actual date of completion shall be the date of substantial completion or that date at which time the project is capable of being beneficially occupied by the owner for the purpose for which it was intended, which date would be as determined by the owner following consultation with the architect and would be certified by the designing architect.~~
- ~~6. The contractor may request an extension of time in writing in the form of a change order in accordance with the agreement, due to delays caused by acts of God, authorized labor strikes, authorized actions of the Federal government or abnormal weather and causes totally beyond the control of the contractor. This written request to the owner through the architect must be made within 20 days of the delay. Requests for time extension shall be considered by the designing architect who will make his/her recommendation to the Board as to the granting or denial of the request. Normally anticipated inclement weather shall not be considered as reason for delay, and causes beyond the control of the contractor are limited to such things as changes ordered by the owner necessitating additional time, unavailability of material that may have been originally properly scheduled and anticipated holidays.~~
- ~~7. The Board may grant or deny extensions of time by its own good judgment, considering the recommendations of the designing architect and President of the College.~~
- ~~8. The provisions of this condition are in addition to, and not in place of, all other remedies afforded to the owner by virtue of all the contract documents or the laws of the State of Florida.~~
- ~~9. The appropriate and applicable portions of this condition shall also appear in the construction contract agreement itself.~~

**Action**

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Second Reading - Approve Amendment of Board Policy 6Hx-18-1.00:  
The District Board of Trustees  
Staff Contact: Geovanni J. Denis, Esq., Associate General Counsel

**Summary:**

**Background/Pertinent Facts:** The current Board Policy 6Hx-18-1.00: The District Board of Trustees is recommended for amendment to remove outdated language. It is also recommended that policies 6Hx-18-1:01 and 6Hx-18- 1:04 be merged with 6Hx-18-1.00 to streamline the indexation of Section 1 of the DBOT policy.

This policy was initially presented to the Board on August 20, 2024, for a first reading. The DBOT did not request any additional comments or changes during that session.

These recommendations are part of the General Counsel's Office's effort to update Section 1 of the DBOT policies.

**Financial Impact:** No Financial Impact

**Strategic Goal(s) Addressed:** Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Second Reading - Amendment of Board Policy 6Hx-18-1.00: The District Board of Trustees

**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Palm Beach State College

# Board Policy

<b>TITLE</b>	The District Board of Trustees	<b>NUMBER</b> 6Hx-18-1.00
<b>LEGAL AUTHORITY</b>	1001.61 FS, 1001.63 FS, 1001.64 FS, <del>6A-14.024 FAC</del>	<b>PAGE</b> 1 of <del>24</del>
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 6/22/1975, 6/19/2001, <u>09/XX/2022</u>	

### Policy:

The District Board of Trustees of Palm Beach State College (hereinafter, the “Board”) is a political subdivision of the state as specifically provided by law and rules of the State Board of Education.

~~The Board is is the governing Board of the College. It is vested by the law with the responsibility to operate the College and with such necessary authority as may be needed for the proper operation and improvement thereof in accordance with Florida Statutes and rules of the State Board of Education with applicable law and regulations. In all suits against the Board, service of process shall be made on the chairperson of the Board, or, in the absence the Chair, the President of the College, or the President’s designee.~~

~~The District Board of Trustees of Palm Beach State College is the governing Board of the College. It is vested by the law with the responsibility to operate the College and with such necessary authority as may be needed for the proper operation and improvement thereof in accordance with Florida Statutes and rules of the State Board of Education.~~

After considering recommendations submitted by the President, the Board shall adopt such rules, policies, and procedures as are necessary to operate the College in such manner as to assure the fulfillment of the responsibilities assigned to Board.

~~The District Board of Trustees is constituted a body corporate by the name of “The District Board of Trustees of Palm Beach State College, Florida.” It shall be referred to hereafter as the District Board of Trustees. In all suits against the Board, service of process shall be made on the chairperson of the Board, or, in the absence of the chairperson on another member of the Board.~~



Statute provides for five members of the Board. Trustees are appointed by the Governor -and confirmed by the Senate. Pending Senate confirmation, Trustees may begin service upon approval of four members of the State Board of Education. Regular terms are four years in length.

At its first regular meeting after July 1 each year, the Board shall organize by electing a chairperson whose duty it is to preside at all meetings of the Board, and a vice chairperson whose duty it is to act as chairperson during the absence or disability of the elected chairperson.

The President shall be the executive officer and corporate secretary of the Board , as well as the chief administrative officer of the College. All components of the institution and all aspects of its s-operation are responsible to the Board through the President.

Within fourteen (14) calendar days after the annual organizational meeting of the Board, the President of the College shall file with the Chancellor of the State Board of Education a copy of the organizational proceedings identifying the chairperson and vice chairperson and the schedule of regular meetings for the year.

If the position of chairperson becomes vacant, the Board shall proceed to elect a chairperson at the ensuing regular or special meeting. At the organizational meeting, the President shall act as chairperson until the organization is completed.

-It is the duty of the Board chairperson to notify the Governor, in writing, whenever a Board member fails to attend three (3) consecutive regular board meetings in any one fiscal year ; such absences may be grounds for removal.

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**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Second Reading - Approve Amendment of Board Policy 6Hx-18-1:02:  
Meeting of the District Board of Trustees  
Staff Contact: Geovanni J. Denis, Esq., Associate General Counsel

**Summary:**

**Background/Pertinent Facts:** The current Board Policy 6Hx-18-1.02: Meetings of the District Board of Trustees is recommended for amendment for clarification as to Notice, types of meetings, amendment to agenda after the agenda has been made public, virtual attendance, and updating language.

This policy was initially presented to the Board on August 20, 2024, for a first reading. The DBOT did not request any additional comments or changes during that session.

The recommendations are made as part of the Legal Department's commitment to bring Policies up to date.

**Financial Impact:** n/a

**Strategic Goal(s) Addressed:** n/a

**Duration of Contract:** n/a

**RECOMMEND:** Approval

**Attachments:** Second Reading - Amendment of Board Policy 6Hx-18-1.02 - Meetings of the District Board of Trustees

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

<b>TITLE</b>	Meetings of the District Board of Trustees	<b>NUMBER</b> 6Hx-18-1.02
<b>LEGAL AUTHORITY</b>	1001.61 FS, 1001.64 FS, <del>6A-14.024 FAC</del>	<b>PAGE</b> 1 of 2
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 6/22/1975, 9/27/1988, 5/8/1991, 6/19/2001, <u>Revised XX/YY/2024</u>	

The Board of Trustees shall have the authority to convene regular meetings, special meetings, emergency meetings, executive sessions, workshops, and information sessions.

**Policy:**

1. Notice. The President’s Office will provide notice of Board meetings pursuant to applicable Florida Statute, as amended.
2. Regular Meetings. Regular meetings of the Board shall follow a schedule adopted by the Board. The place of the meetings may be rotated among the campuses of the College, other locations, or remotely via telephone or online as permitted by law.
  - a. If a meeting is canceled or if there is no meeting scheduled, the president is authorized to approve routine business items.
  - a.b. These items will be placed on the agenda for the next scheduled Board meeting for confirmation.
3. Special and Emergency Meetings. Special and Emergency meetings of the Board can be called by the chairperson, by the president when requested by a majority of the board, or by the majority of the Board itself. Actions at special meetings, including emergency meetings, have the same force and effect as actions at regular meetings. In the event a special meeting is called, the Board shall notify one newspaper of general circulation in the District of the time, date, place and purpose of the meeting at the earliest possible time. Special or Emergency meetings may be conducted in person, remotely via telephone, or virtually as permitted by law.
- 2.4. Workshops and Information Sessions. Workshops and Information sessions may be held when necessary to discuss matters of Board interests, however, no action, including preliminary agreements may be taken at such meetings.
- 3.5. Quorum. Three (3) members of the appointed District Board of Trustees shall constitute a quorum for any meeting. Trustees participating by teleconference shall be considered present for purpose of establishing a quorum.
4. Minutes. The minutes of regular meetings shall include agenda items, and shall set forth clearly all actions and proceedings of the board including the record of vote. The minutes of special meetings shall set forth the facts regarding the procedure in calling the meeting, the reason for

the meeting, and shall include agenda items and all actions and proceedings of the board including the record of vote. ~~The actions taken at special meetings shall have the same force and effect as if taken at a regular meeting.~~

~~5. Place of Meeting. All regular and special meetings of the Board shall be held at the administrative headquarters of the College unless the Board designates another location. If another location is designated, public notice shall be given at least 10 days prior to the time of the regular or special meeting unless an emergency situation arises which requires immediate attention.~~

~~6.~~

~~6. Agenda. The president of the College shall prepare, advertise, and distribute in accordance with ~~the Administrative Procedures Act~~applicable laws, an agenda at least seven (7) days prior to each meeting of the Board. ~~Only those items appearing on the prepared and advertised agenda will be considered by the District Board of Trustees, except as provided in the Administrative Procedures Act. Generally, only those items appearing on the prepared and advertised agenda will be considered by the District Board of Trustees, except as otherwise deemed necessary by the Board and permitted by law. After the agenda has been made available, changes may be made in accordance with law.~~~~

~~7.~~

~~8. Voting. Voting shall be by voice, either in person or virtually/telephonic, providing that their discussion of the agenda items and casting of votes can be heard by all in attendance. If the chairperson wishes to make a motion or to second a motion, he/she shall relinquish the gavel to the vice chairperson, or, in his/her absence, to any other Board member to act as temporary presiding officer.~~

~~Voting. Voting shall be by voice unless a written ballot is requested by the chairperson of the Board. If the chairperson wishes to make a motion or to second a motion, he/she shall relinquish the gavel to the vice chairperson, or, in his/her absence, to any other Board member to act as temporary presiding officer.~~

~~Board Policy. It shall be the policy of the Board to encourage the attendance of interested persons at Board meetings, including representatives of the press.~~

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Second Reading - Approve the Repeal of Board Policy 6Hx-18-1.01:  
District Board of Trustees - Organization and Membership  
Staff Contact: Geovanni J. Denis, Esq., Associate General Counsel

**Summary:**

**Background/Pertinent Facts:** The Staff recommends that the District Board of Trustees repeal policy 6Hx-18-1:01, consolidating it with 6Hx-18-1.00 to simplify the indexing of Section 1 of the DBOT policy. This suggestion follows a recent evaluation of the District Board of Trustees' Section 1 - General Policies. This consolidation enhances the efficiency and clarity of policies.

This policy was initially presented to the Board on August 20, 2024, for a first reading. The DBOT did not request any additional comments or changes during that session.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Second Reading - Repeal of District Board of Trustees Organization and Membership Policy 6Hx-18-1.01

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

<b>TITLE</b>	District Board of Trustees—Organization and Membership	<b>NUMBER</b> 6Hx-18-1.01
<b>LEGAL AUTHORITY</b>	1001.61 FS, 1001.64 FS, 6A-14.024,	<b>PAGE</b> 1 of 1
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 6/22/1975, 6/19/2001	

**Policy:**

- ~~1. Statute provides for five members of the District Board of Trustees of Palm Beach State College. Trustees are appointed by the Governor and confirmed by the Senate. Pending Senate confirmation, Trustees may begin service upon approval of four members of the State Board of Education. Regular terms are four years in length.~~
- ~~2. At its first regular meeting after July 1 each year, the Board shall organize by electing a chairperson whose duty it is to preside at all meetings of the Board, and a vice chairperson whose duty it is to act as chairperson during the absence or disability of the elected chairperson.~~
- ~~3. The president shall be the executive officer and corporate secretary of the District Board of Trustees as well as the chief administrative officer of the College. All components of the institution and all aspects of its operation are responsible to the District Board of Trustees through the president.~~
- ~~4. Within fourteen calendar days after the annual organizational meeting of the District Board of Trustees, the president of the College shall file with the Chancellor of the State Board of Education a copy of the organizational proceedings identifying the chairperson and vice chairperson and the schedule of regular meetings for the year.~~
- ~~5. If the position of chairperson becomes vacant, the Board shall proceed to elect a chairperson at the ensuing regular or special meeting. At the organizational meeting, the president shall act as chairperson until the organization is completed.~~
- ~~6. It is the duty of the Board chairperson to notify the Governor, in writing, whenever a Board member fails to attend three (3) consecutive regular board meetings in any one fiscal year; such absences may be grounds for removal.~~



**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** Second Reading - Approve the Repeal of Board Policy 6Hx-18-1.04:  
District Board of Trustees -Powers, Duties, and Responsibilities of the DBOT.  
Staff Contact: Geovanni J. Denis, Esq., Associate General Counsel

**Summary:**

**Background:** The Staff recommends that the District Board of Trustees repeal policy 6Hx-18-1.04, consolidating it with 6Hx-18-1.00 to simplify the indexing of Section 1 of the DBOT policy. This suggestion follows a recent evaluation of the District Board of Trustees' Section 1 - General Policies. This consolidation enhances the efficiency and clarity of policies.

This policy was initially presented to the Board on August 20, 2024, for a first reading. The DBOT did not request any additional comments or changes during that session.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Second Reading - Repeal Powers, Duties, and Responsibilities of the DBOT Policy 6Hx-18-1.04

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Palm Beach State College

# Board Policy

<b>TITLE</b>	Powers, Duties, and Responsibilities of the District Board of Trustees	<b>NUMBER</b> 6Hx-18-1.04
<b>LEGAL AUTHORITY</b>	1001.61 FS, 1001.64 FS; 6A-14.024 FAC	<b>PAGE</b> 1 of 1
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 6/22/1975, 6/19/2001	

## Policy:

- ~~1. The District Board of Trustees of Palm Beach State College is responsible for the proper operation of the College in accordance with Florida statutes and rules of the State Board of Education.~~
- ~~2. The District Board of Trustees, after considering recommendations submitted by the president, shall adopt such rules, policies, and procedures as are necessary to operate the College in such manner as to assure the fulfillment of the responsibilities assigned to the District Board of Trustees. {The Board can act without the recommendation of the President pursuant to Florida Statutes 1001.64(3).} These rules, procedures, and policies may supplement those prescribed by the State Board of Education if they will contribute to the more orderly and efficient operation of the state community college system. Such rules, procedures, and policies for the District Board of Trustees of Palm Beach State College shall include but are not limited to those authorized by the provisions of Section 1001.64, Florida Statutes, and Rule 6A-14.024, Florida Administrative Code.~~

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** September 24, 2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** Second Reading - Approve Amendment of Board Policy 6Hx-18-1:041 Notice to Amend, Repeal or Adopt Board Rule.  
Staff Contact: Geovanni J. Denis, Esq., Associate General Counsel

**Summary:**

**Background/Pertinent Facts:** The current Board Policy 6Hx-18-1.041: Notice to Amend, Repeal, or Adopt Board Rule is recommended for amendment. 6A-14-0.24 FAC is repealed. Additionally, we recommend adding a policy introduction so that the DBOT policies are subject to regular and continuous review. Language was added to clarify minor changes to board policies for the enhancement of business practices.

This policy was initially presented to the Board on August 20, 2024, for a first reading. The DBOT did not request any additional comments or changes during that session.

The recommendations are made as part of the Legal Department's commitment to bring Policies up to date.

**Financial Impact:** n/a

**Strategic Goal(s) Addressed:** Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

**Duration of Contract:** n/a

**Attachments:** Second Reading - Amendment of Board Policy 6Hx-18-1.00: The District Board of Trustees

**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Palm Beach State College

# Board Policy

<b>TITLE</b>	Notice to Amend, Repeal, or Adopt Board Rule	<b>NUMBER</b> 6Hx-18-1.041
<b>LEGAL -AUTHORITY</b>	1001.64 FS, 120.54 FS, <del>6A-14.024 FAC</del>	<b>PAGE</b> 1 of 1
<b>DATE ADOPTED/AMENDED</b>	Adopted 6/28/1979; Amended 7/26/1979, 6/19/2001, <u>XX/YY/2024</u>	

Policies adopted by The District Board of Trustees are subject to regular and continuous review for mission and strategy relevance, compliance, clarity, and effectiveness. The President or designee shall adopt, amend and/or propose repeal, as necessary due to changes in law or other circumstances.

## **Policy:**

Palm Beach State College shall inform the public of proposed new policies, revisions to existing policies, or the elimination of policies in accordance with procedures established by Section 120.54, Florida Statutes, as amended. at least twenty-eight (28) days prior to the intended action.

After publication of proposed new policies, revisions to, or elimination of existing policies, an individual may request, within twenty-one (21) days of publication, to present evidence and argument on all issues under consideration.

Proceedings, adoption of, revisions to, and elimination of existing policies shall be in accordance with procedures established by Section 120.54, Florida Statutes.

The District Board of Trustees authorizes the President or designee(s) to periodically adopt routine changes to Board policies (Minor Amendments). Minor Amendments are editorial changes that do not otherwise affect the policy content or substance, such as for the purpose of reflecting changes in various types of policy provisions, including without limitation organizational structure, position or office titles, dates, information technology based systems, contact names and information, references to laws, rules or policies, renumbering/reorganization of policies; and to correct grammar, punctuation, or clerical errors; or to conform to other Board policies in any other non-substantive ways. Such Minor Amendments may be made to Board policy at any time during the life cycle of a policy, shall properly reflect the intent of the existing Board policy, and may be adopted without further Board consideration, action or notice.

All approved Board policies will be posted on the College's District Board of Trustees Policy Webpage.

