

New College of Florida Board of Trustees

Thursday, August 10, at 2:00 – 5:00 pm

Sudakoff Conference Center

5845 General Dougher Pl,

Sarasota, FL 34243

Virtual viewing link:

<https://www.youtube.com/@NewCollegeofFL>

BOT Meeting Agenda

1. Call to Order

- Roll Call, Establish Quorum, Confirm Public Notice of Meeting

2. Call for Public Comment

3. Consent Agenda

ACTION ITEMS

- Approve Minutes of the July 6, 2023, BOT Meeting
- Finance & Administration Committee
 - Faculty Recruitment and Retention Appropriation Spending Plan
 - 2023/24 Initial Operating Budget
 - Fixed Capital Outlay Budget

BOARD MOTION: APPROVAL OF CONSENT AGENDA ACTION ITEMS

4. President's Report – *Richard Corcoran, Interim President*

5. Business Plan Presentation – *Richard Corcoran, Interim President*

- Approval of Business Plan

6. Presidential Search Committee – *Matthew Spalding, Chair of Search Committee and NCF Trustee*

7. Student Housing – *Chris Kinsley, Vice President of Finance & Administration*

- Approval of Contract with Hotel for Additional Student Housing

8. Collective Bargaining Agreements – *Erika Worthy, Chief Human Resource Officer*

- Approval of Ratification of Changes to the Collective Bargaining Agreement between New College of Florida and the Police Benevolent Association

9. New Business

10. Adjournment

New College of Florida Board of Trustees
Zoom
Draft Minutes for July 6, 2023

Call to Order

The meeting was called to order at 2:06 p.m. and a quorum was established.

Trustees Present: Debra A. Jenks (Chair), Ron Christaldi (Vice Chair), Ryan Anderson, Mark Bauerlein, Joe Jacquot, Lance Karp, Grace Keenan, Charles Kesler, Sarah Mackie, Amy Reid, Christopher Rufo, Mary Ruiz, and Matthew Spalding.

Acknowledgment of Notice of Meeting

Interim Chief of Staff and Associate Vice President of Government Relations Christie Fitz-Patrick confirmed the meeting had been duly noticed.

Call for Public Comment

Public comment process ensued. The following members of the public provided comments: Mike Sanderson; Amanda Gilliland; Kathleen Coty; Jeanine Ashforth; Eliana Salzhauer; Sara Engels; Elizabeth Albiez; Betsy Braden; Jens Albeiz; Bruce Benidt; Myranda Pierce; Madison Markham.

Consent Agenda

The consent agenda was presented and a request was made by Chair Jenks that it be approved.

Consent agenda action items approved were as follows:

- Approve Minutes of the June 1, 2023, BOT Meeting
- Approve Minutes of the June 16, 2023, Special BOT Meeting
- 2023-2024 Internal Audit Plan

A motion to approve the consent agenda was made by Vice Chair Ron Christaldi, seconded by Trustee Karp, and was approved unanimously.

President's Report

Interim President Richard Corcoran provided his remarks.

Trustee Reid requested to make a motion to compel the Chair of the Academic Affairs Committee to call for the confirmation of an upcoming meeting, seconded by Trustee Keenan.

After lengthy discussion, Trustee Spalding moved to table the motion based on lack of clarity, seconded by Trustee Karp, approved with 8 voting yes, 5 voting no.

Presidential Search Committee

Chair Jenks requested Matthew Spalding, Chair of Search Committee and NCF Trustee discuss the Total Compensation Analysis that was presented by the Mercer Team at the Presidential Search Committee meeting on July 5, 2023 and give a brief overview of what was discussed and the action taken by the Search Committee.

After a discussion ensued, a motion was made by Trustee Kesler to move to approve the Base Salary and Total Compensation Range, seconded by Trustee Christaldi, and a roll call vote was taken and approved with 11 voting yes and 2 voting no.

Legislative Budget Request

Chair Jenks requested Chris Kinsley, Vice President Finance & Administration to provide an overview of the two proposed legislative budget requests.

After a discussion ensued, Chair Jenks directed the removal of paragraph one of the narrative in the Freedom Institute request along with correcting any citations and/or technical errors. A motion was made by Trustee Karp to move to approve the 2024-25 Legislative Budget Requests, seconded by Trustee Rufo, and a roll call vote was taken and approved with 10 voting yes, 2 voting no, and 1 not present.

New Business

No new business was presented.

Adjournment

There being no other business, the meeting was adjourned at 4:24 p.m.

Respectfully submitted,

Christie Fitz-Patrick
Interim Chief of Staff and
Associate Vice President of Government Relations

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES
Finance and Administration Committee
July 31, 2023

SUBJECT: Faculty Recruitment and Retention Incentives

PROPOSED BOARD ACTION

Review and approve the Faculty Recruitment and Retention Incentives Plan

BACKGROUND INFORMATION

The 2023-2024 General Appropriations Act (Senate Bill 2500) included \$100 million in non-recurring funds for the recruitment and retention of university full-time instruction and research personnel. Of the \$100 million, \$7.5 Million of non-recurring, or one-time funds, has been allocated for New College of Florida, pending approval of the Faculty Recruitment and Retention Incentives Plan.

Proviso states:

From the Funds in Specific Appropriation 143, \$100,000,000 is provided for the State University System Performance-Based Recruitment and Retention Incentive. These funds should be allocated based on the maximum number of excellence points using the data from the 2023 Accountability Plan. The Board of Governors shall provide guidance to ensure these funds are used for the recruitment and retention of full-time instruction and research personnel. Universities that receive preeminence funding in Fiscal Year 2023-2024, are not eligible to receive these funds.

- *Funds are to be used to retain existing university full-time instruction and research personnel identified in the Board of Governors Job Structure Category (BOGJOB 06).*
 - o Full-Time Instruction/Research Personnel - Typically fully credentialed, full-time teaching and research faculty positions. The effort in these positions must be primarily in teaching, scholarship, and research at the college level, and engaging primarily with students and related academic instructional activities (including full-time post-Doctoral appointee/scholar).
 - o The top 5 class titles with BOGJOB 06 include: Professor, Assistant Professor, Associate Professor, Instructor, Lecturer.
 - o These positions are not primarily involved with administration. This category should not include any full-time professional (Category 09) classifications that are performing professional work or faculty administrators as defined in Category 07 – Faculty Administrators - Managerial.
- *Funds are to be used to recruit new university full-time instruction and research personnel that would meet the above definition, including equipment or setting up lab space.*
- *Funds may be supplemented with other university resources.*

- The Chancellor may provide additional or amended guidance as needed.

New College of Florida Recruitment and Incentives Plan:

Over the next three years, New College proposes to use these funds as follows:

Recruitment			
	Relocation Incentives	\$	517,450
	Start Up Funds	\$	500,000
	Recruitment Costs	\$	150,000
	New Program Start Up	\$	1,550,000
Recruitment Total		\$	2,717,450
Retention			
	Loyalty Program	\$	1,800,000
	Start Up Funds Extension	\$	400,000
	Retroactive COLA	\$	500,000
	Marine Biology Special Support	\$	442,650
	Library Resource Enhancements	\$	564,900
	Academic Counselors	\$	375,000
	Faculty Counter-Offers	\$	500,000
	Housing Assistance Support	\$	200,000
		\$	4,782,550
Total Recruitment and Retention		\$	7,500,000

The exact spending levels will vary, depending on the number of eligible faculty per term; number recruited, retained, etc. Spending and effectiveness of the plan's goals will be reported on an annual basis to the Board of Trustees in order to meet the BOG's update deadline of June 30, 2024.

Supporting Documentation Included:

None

Facilitators/Presenters: Vice President for Finance & Administration, Chris Kinsley

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES
Finance and Administration Committee

Meeting Date: July 31, 2023

SUBJECT: 2023-24 Revised Operating and Capital Budgets

PROPOSED BOARD ACTION

1. Approve the College's 2023-24 Revised Operating Budget as proposed.
2. Authorize the President to make necessary adjustments to these budgets during the operating year.

BACKGROUND INFORMATION

New College submitted to the Florida Board of Governors the 2023-24 Preliminary Operating Budget as approved by the College's Board of Trustees on June 1, 2023. With such confirmation, the State's Chief Financial Officer made cash available for operations effective July 1, 2023.

The College is now required to adopt the Initial Operating Budget for 23-24.

The Operating Budget preliminary budget was based on the 2022-23 approved budget for all budget entities of the College plus any adjustments made by the College or state allocations appropriated by the 2023 Legislature. The preliminary budget also included other State appropriations earmarked for capital improvement projects.

Summary of Current Financial Condition

The College ended fiscal year 2022-23 in a strong financial position, generating modest surpluses in both E&G and Auxiliary budgets. The biggest positive is in the E&G portion of the budget, thanks to strong support from the State of Florida, increasing E&G revenues by over \$11 Million. This does not include the "at risk" state investment in Performance Based funds, pending approval by the BOT and then Board of Governors of the Student Success Plan. If approved by the BOG, New College could gain an additional \$2,198,028.

Material Changes between the Preliminary and Operating Budget

Increases E&G Appropriations from \$53.1 M to \$64.3 M, including \$7.5 M in one-time Faculty Recruitment and Retention Funds. Increases the Auxiliary budget, from \$7.6 M to \$9.1 M, primarily due to anticipated increased Dining Plan revenues. At present, Housing revenues and expenses are being held constant, pending final housing numbers and potential use of off-campus housing to address unexpected housing capacity challenges.

Supporting Documentation Included: 2023-24 Operating & Capital Budgets

Facilitators/Presenters: Vice President for Finance & Administration, Chris Kinsley

NEW COLLEGE OF FLORIDA
FY 2023-24 REVISED OPERATING AND CAPITAL BUDGETS PROPOSAL
SUMMARY OF SOURCES AND USES
Preliminary Operating Budget Approved by the Board of Trustees June 1, 2023
Update July 30, 2023

	APPROVED BUDGET FY 2022/23	ACTUALS FY 2022/23 (as of 7/26/233)	PROPOSED BUDGET FY 2023-24	YEAR OVER YEAR CHANGE
SOURCE OF FUNDS				
I. (a) Education and General-Appropriations	48,666,918	48,687,825	63,914,606	15,247,688
I. (b) Education and General-Tuition and Fees	4,000,000	4,246,524	4,000,000	0
II. Auxiliary Services, Student Activities, and Local Fees	8,926,026	8,010,594	9,121,208	195,182
III. Contracts, Grants and Gifts - NC Foundation	2,339,538	2,339,538	2,339,538	0
IV. Contracts, Grants and Gifts - Other	4,607,129	1,387,874	3,273,613	(1,333,516)
Total Sources (Revenues)	\$68,539,611	\$64,672,354	\$82,648,965	\$14,109,354
USE OF FUNDS				
I. Education and General	52,666,918	38,232,315	67,914,606	15,247,688
II. Auxiliary Services, Student Activities, and Local Fees				
A. Housing	4,800,971	4,312,361	4,800,971	0
B. Food Service	2,231,818	2,013,307	2,427,000	195,182
C. Other Services, Activities, and Fees	1,893,237	1,684,925	1,893,237	0
Services, Activities, and Fees Total	8,926,026	8,010,594	9,121,208	195,182
III. Contracts, Grants and Gifts				
A. NC Foundation College Support	2,339,538	2,339,538	2,339,538	0
B. Contracts & Grants Other Than NC Foundation	4,607,129	1,387,874	3,273,613	(1,333,516)
Contracts, Grants and Gifts Total	6,946,667	3,727,412	5,613,151	(1,333,516)
Total Uses (Expenditures)	\$68,539,611	\$49,970,320	\$82,648,965	\$14,109,354
OTHER CURRENT YEAR APPROPRIATIONS				
IV. A. Facilities (Capital Construction)	1,842,737.00	-	9,382,388	7,539,651
B. Capital Improvement Trust Fund	99,821	60,882	97,000	(2,821)
Total Other Appropriations	\$1,942,558	\$60,882	\$9,479,388	\$7,536,830

Assumptions

- (1) The College expects to receive a total of \$2,198,026 million in non-recurring funds as the state investment share of performance funds contingent upon approval of the Student Success Plan to be submitted to the BOG in September. This amount is not factored into the preliminary budget for FY 23-24. A total of \$3,705,243 million in non-recurring funds will be reallocated to the College's base budget from the institutional investment share of performance funds. In addition to \$7.5M in Recruitment and Retention Funds.
- (2) Non-state estimates are based on the FY 22-23 approved budget.
- (3) Contracts & Grants from external sources includes annual or total budget amounts at a given time, depending on the award agreement. Actuals include expenditures to date. FY 23-24 budgeted amounts only include active awards.

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES
Meeting Date: July 31, 2023

SUBJECT: Fixed Capital Outlay Budget and Project Updates

PROPOSED BOARD ACTION

1. Review and approve the College's Fixed Capital Outlay Projects list.
2. Authorize the President to make necessary adjustments to these budgets during fiscal 2023-24.

BACKGROUND INFORMATION

The New College of Florida Board of Trustees is required by Board of Governor's regulation 14.003 to approve Fixed Capital Outlay (FCO) Projects. Such approval remains in effect for the life of each project. Funding is primarily from state funds; including Public Education Capital Outlay or PECO; Carry Forward Reserves; Capital Improvement Fees. The FCO list includes both completed and proposed projects.

While all projects serve student needs, many are specifically focused on improving the student life experience, which has been identified as one of the major factor's that must be addressed to increase student retention and other Performance Based Funding Metrics.

Another area of focus is on addressing the \$61 Million of Critical Deferred Maintenance, as provide by the Gordian group analysis (Attached). The College is working towards cutting this deficit in half over the next three years, through a combination of demolition and renovation work. The College's goal is to have the lowest amount of Deferred Maintenance in its peer group.

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
10 Year Deferred Maintenance Backlog	\$ 61	\$ 45	\$ 35	\$ 25

Approval of this list serves as authorization for the College to move forward with numerous projects critical to the future success of the College.

Supporting Documentation Included:

Fixed Capital Outlay (FCO) Projects list
Extract of Gordian Analysis

Facilitators/Presenters: Vice President for Finance & Administration, Chris Kinsley

Fixed Capital Outlay (FCO) Projects list

As of July 26, 2023

CURRENT ONGOING PROJECTS								
	Project Name/Description	Scope of Work	FUNDING					EST. COMPLETION DATE
			Funded from Special \$15 M appropriation provided Feb. 2023	STATE DEFERRED MAINT.	Auxiliary Funded	State Appropriated Project	From Carry Forward Reserves	
NUMBER	MAJOR							
1	Caples Mansion Air Quality Improvements	This project was created in order to improve the indoor air quality in the mansion. The scope of work includes installation of new HVAC system that is connect to the College's chilled water system, improvements to the restrooms, repairs to all windows and doors, repairs to the exterior balcony, painting throughout, new fire alarm notification and detection system, new master distribution system, new data lines and equipment, and other miscellaneous items.					\$1,900,000.00	Mid Aug
2	Circus Hall of Fame Improvements (Practice Fields)	New practice fields and batting cages.	\$399,444.20					August 15, 2023
3	Welcome Center	This project will creates an inviting "Welcome Center" for prospective families in one of our iconic historic buildings on Sarasota Bay. The project is funded through the State's Deferred Maintenance. The work includes interior renovations throughout the 1st and 2nd floors including wall and ceiling, and wood paneling repair and painting, repairs to marble base, repair and sealing of windows, new lighting, addition of new outlets and floor boxes, cleaning of vestibule marble, cleaning of metal vestibule structure and lights, polishing of floors, new roll up shades in patio area, signage over fireplace and other miscellaneous items.		\$652,864.46				October 2023
4	Greenhouses	The previous greenhouses that were located next to Heiser Science Complex were installed over 10 years. The most existing framing for both greenhouses were extremely deteriorated and had missing and/or jagged broken panels pieces which made these structures unsafe for faculty, staff and students. Due to this unsafe condition, it was decided that these greenhouses should be demolished and new greenhouses installed. The scope for this project includes the design and installation of a new 18' x 57' "old english" style glass greenhouse, including site work and utilities.	\$683,000.00				\$200,000.00	Dec-23
5	Caples Fine Arts Exterior Improvements (Deferred Maintenance)	This project includes the exterior stucco repairs and re-painting the Iserman Felsmann, Lota Mundy, and Sculpture Studio. This project is partly funded by the State's Deferred Maintenance funds.	\$140,332.06	\$240,000.00				August 15, 2023
6	Sainer Exterior Repairs and Painting	This project includes the exterior stucco repairs and re-painting of Sainer.	\$146,294.00					August 15, 2023
7	Roof Repairs to CFA, Cook Hall, Pritzker and Heiser	Scope of work is the repair/replacement of barrel tiles on the Caples Fine Arts complex buildings, Cook Hall and Heiser Science Complex that were damaged by Hurricane Ian.					\$62,031.52	August 15, 2023

8	Fitness Center Improvements	Fitness Center improvements includes exterior repairs and repainting of the Fitness Center building, fence, outdoor restrooms and maintenance building; interior painting of the Fitness Center; repair and painting of knee wall along west side of pool; and landscaping, including turf. This project also includes costs for design services.	\$ 461,217.80					August 15, 2023
9	Exterior Dorms Turf	Addition of turf areas surrounding V dorm, W dorm, X dorm, Y dorm; and Gold and Dort dorms	\$ 187,408.00					
10	Renovation of Car Museum	The car museum building is being assessed to assist with the College's need for additional space on campus due to the proposed demolition of Palmer buildings. The scope for this project is to assess the current state of the buildings, including building code assessment, design upgrades/improvements necessary to bring the buildings up to current building code standards and the construction of an access road from PEI campus to the car museum.	\$ 182,465.03					
11	Dort interior renovations	Dort dorm rooms were built in 1998 and are in need of interior upgrades in order to improve the look and indoor air quality of the rooms. The scope includes removal of popcorn ceiling, painting throughout, painting of countertops, removal of existing old VCT flooring and instllation of new LVT flooring, painting of rusted appliances, sealing of floor and side tiles in showers to prevent leaks, new mirrors and lighting.	\$ 768,566.88					August 15, 2023
12	Goldstein interior renovations	Goldstein dorm rooms were built in 1998 and are in need of interior upgrades in order to improve the look and indoor air quality of the rooms. The scope includes removal of popcorn ceiling, painting throughout, painting of countertops, removal of existing old VCT flooring and instllation of new LVT flooring, painting of rusted appliances, sealing of floor and side tiles in showers to prevent leaks, new mirrors and lighting.	\$ 704,102.84					August 15, 2023
13	Interior reno of Letter Dorms	The existing cabinets in the letter dorms have deteriorated/damaged over the years and were in need of replacement. The scope of work includes replacement of damaged cabinets, repair of some walls and replacement of lighting that have rusted.	\$ 751,151.81					August 15, 2023
14	Exterior reno of X&Y Dorms	An essential aspect of preventive maintenance includes the exterior painting of buildings especially for buildings in an aggressive enviroment (i.e close proximity to the bay). This project was created to take care of the overdue preventive maintenance. Scope includes repair stucco and seal and paint the exterior in order to protect the interior spaces from water instrusion.	\$ 892,826.86					August 15, 2023
15	Exterior reno of V&W Dorms	An essential aspect of preventive maintenance includes the exterior painting of buildings especially for buildings in an aggressive enviroment (i.e close proximity to the bay). This project was created to take care of the overdue preventive maintenance. Scope includes repair stucco and seal and paint the exterior in order to protect the interior spaces from water instrusion.	\$ 916,198.10					August 15, 2023
16	General Twining Resurfacing	Resurfacing and striping of General Twining Blvd. The prupose of this project is to improve the condition of the road surface.	\$ 189,729.90					August 15, 2023
17	58th Street Connector	The exisitng master plan states that the continuation of 58th Street to connect with College Drive is a high priority project that will improve vehicle circulation, provide an alternate to Bay Shore Road and reduces car traffic on Bay Shore Road at the Dort Promenade pedestrian crossing. The scope of this project is the design and construction of 58th Street connector.	\$ 378,602.71					

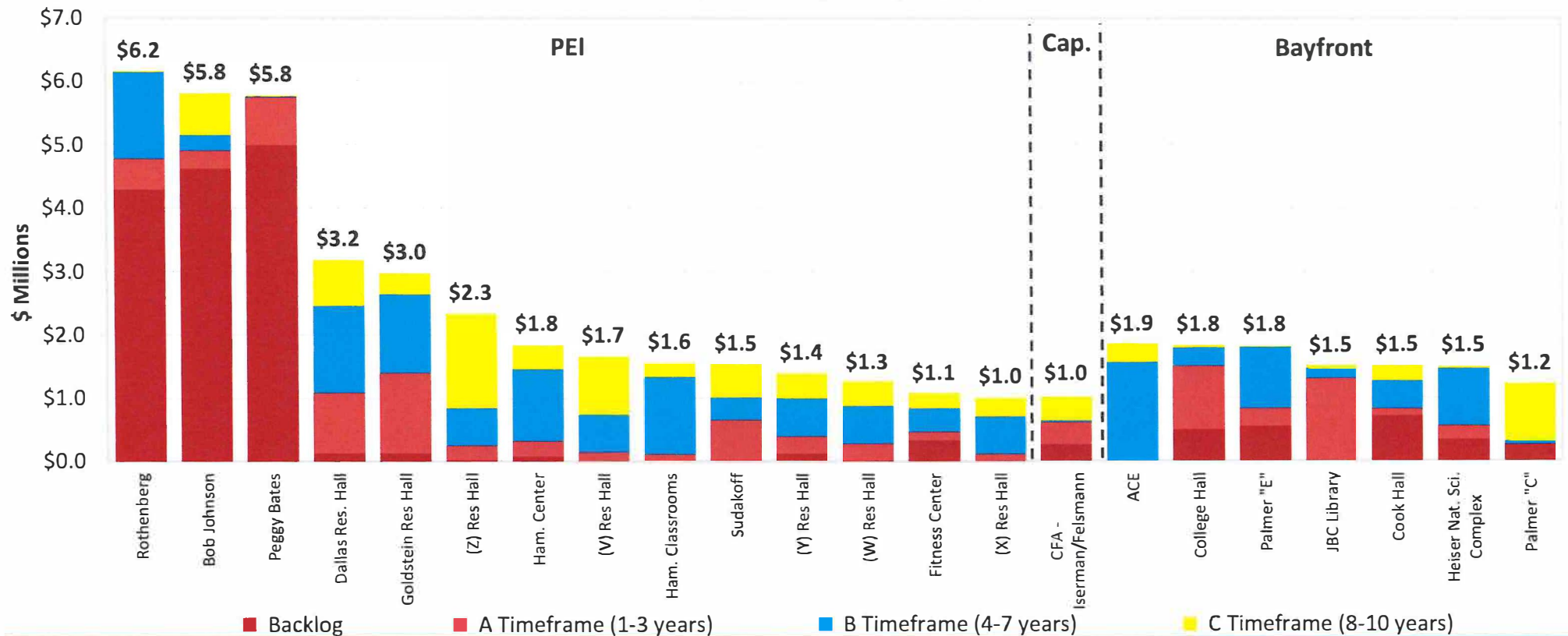
18	4 Winds, Anthropology and Archeology Exterior Improvements	This project was created to take care of the overdue preventive maintenance needs of the exterior for 4 Winds, Anthropology and Archeology buildings. The scope of work includes repairs, and sealing and painting of the exterior. The work for 4 Winds is being funded by State's Deferred Maintenance funds.	\$ 74,242.83	\$ 38,757.17				August 15, 2023
19	Bon Seigneur Exterior Painting	This project was created to take care of the overdue preventive maintenance needs of the exterior for Bon Seigneur buildings. The scope of work includes repairs, and sealing and painting of the exterior.	\$ 23,408.00					August 15, 2023
20	Pritzker PECO	This PECO project includes exterior ADA accessibility enhancements for access to the building as well as redesign of the LETRA lecture hall to improve circulation, life safety codes and to enhance the use of the space. The work also includes site improvements that will provide additional outside covered space to allow for use by clubs (i.e., Marine Biology Club, etc.), events (i.e., Foundation, Alumni, donor, etc.) and students. It will also replace the existing berm with a green living wall that will reduce maintenance burdens and protect the building from further erosion.				\$ 3,500,000.00		
21	Blue Phones	About 20% of the 38 emergency blue phones were in disrepair as of last semester. This project has been created to repair all emergency phones on campus. Work also includes painting.	\$ 86,929.42					August 15, 2023
	MINOR							
22	East Campus Master Plan	Design services for renderings for proposed east campus athletic facilities including baseball field and Fitness Center..	\$ 15,000.00					
23	Removal of Flags and Poles near Library	Remove of existing flag poles on east side of Library. A more prominent location for the flag pole is proposed at the entrance to the west campus.	\$ 50,000.00					
24	West Campus Master Plan Update	Design services for renderings for proposed west campus academic and dormitory facilities.	\$ 50,000.00					
26	Campus Master Plan	Master planning services for entire campus.	\$ 409,000.00					
27	Heiser Strobic Fans Design Only	The existing three strobic fans at Heiser north wing have extreme deterioration and motor fan issues which have caused vibration and exhaust issues in the building. The scope of work includes design services for 3 new strobic fans.	\$ 39,080.00					August 2023
28	Heiser Strobic Fan Motor and AHU motor Replacement	The existing three strobic fans at Heiser north wing have extreme deterioration and motor fan issues which have caused vibration and exhaust issues in the building. Only 2 of three strobic fans are being utilized since one of the strobic fans needs a motor replacement. In order to provide redundancy, it is advisable to replace the fan motor now. Also, one of the motor in the AHU has to be replaced. This extra motor also provides redundancy in the AHU. The scope of work includes permitting, procurment and replacement of fan motor for one strobic fan and the replacement of motor for the existing AHU for the north wing.	\$ 36,836.91					
30	College Hall Outside Welcome Center Signs	Furnish and install 2 new College Hall signs that include "Welcome Center" text to identify that the Welcome Center is at College Hall.					\$ 7,113.04	
31	Sudakoff Partition Repairs	Repair of the existing partitions in Sudakoff.					\$ 8,235.00	July 2023
		CURRENT PROJECTS TOTALS:	\$ 7,585,837.35	\$ 931,621.63	\$ -	\$ 3,500,000.00	\$ 2,177,379.56	

PROPOSED PROJECTS								
	Project Name/Description	Scope of Work	ESTIMATED FUNDING					
			\$15 M (CF)	STATE DEFERRED MAINT.	Auxiliary	State Appropriated Project	From Carry Forward Reserves	
	MAJOR							
1	Caples Beach	The creation of beach is being proposed in order enhance the student experience at the Caples waterfront . The scope of work is for design/environmental and permitting services for the creation of the beach. The costs associated is an estimate of design and construction services.	\$ 500,000.00					
2	Palmer A, B, C, D, E demo, 58th Street House - Reichert/Knight/Dioceses House	Scope includes the demolition of Palmer A, B, C, D, E demo, 58th Street House - Reichert/Knight/Dioceses House	\$ 1,191,765.00					
	Move IT server to ACE	Scope includes engineer services for the rerouting of the infrastructure for the campus server..	\$ 61,640.00					
3	Renovation of Car Museum	Renovations to the stand alone concrete block building to create a weight room and associated restrooms and improvements to the north west corner concrete block addition for office space.	\$ 750,000.00					
4	Boat Dock Lifts	Design and construction services for the addition of 4 lifts at the boat dock including extension of waterline and power	\$ 100,000.00					
5	Planning Costs New Housing	Preliminary design services for new housing.	\$ 500,000.00					
	MINOR							
6	Solar Charging Station at Pritzker	Design and construction services for a solar charging station at Pritzker. The new solar charging unit is one that was design and created by Antonia Ginsberg-Klemmt.	\$ 80,000.00					
7	CBRE Appraisal Assessment	Appraisals of specific New College parcels.	\$ 48,000.00					
8	Replace doors and roof replacement Robertson Hall	Design and construction services for the repair of exterior doors and roof replacement at the Robertson Hall which is a historic building.	\$ 100,000.00					
9	ACE Lounge paint, clean, and add 30 amp electrical outlet	Painting, cleaning, and addition of electrical outlet for concession	\$ 8,086.40					
10	Addition of 30 Amp electrical outlet at Caples Fine Arts for concession	Addition of electrical outlet for concession at Iserman Felsmann	\$ 1,545.60					
		PROPOSED PROJECTS TOTALS:	\$ 3,341,037.00	\$ -	\$ -		\$ -	

COMPLETED PROJECTS								
	Project Name/Description	Scope of Work	FUNDING					
			\$15 M (CF)	STATE DEFERRED MAINT.	OTHER	State Appropriated Project	From Carry Forward Reserves	
	MAJOR							
1	Cook Hall and College Hall Breezeway	Exterior repairs and painting of Cook and College Hall breezeway and Cook Hall buildng. This project was funded through State Preservation Office grant.				\$ 400,000.00	\$ 400,000.00	
	MINOR							
2	Thatch Roof Replacement	Replacement of thatch roof and columns at Outdoor Classroom.			\$ 36,064.00			
3	Uplands Fence - Repair and Paint	Painting of fence at Uplands property.			\$ 14,000.00			
4	Painting Light Poles, Benches, and Trash Cans	Painting of light poles, benches and trash cans at west campus.	\$ 28,029.75					
5	Blue Wall Demolition at Hamilton	Demolitionof south blue wall in Hamilton Center.	\$ -		\$ 7,500.00			
6	Cook Hall Kitchen Improvements	Work included painting, new cabinets, sink and flooring.	\$ 8,992.00					
7	Campuswide Banners	Installation of new banners throughout campus.	\$ 22,611.46					
8	Campus ADA Sidewalk Pads	Installation of ADA sidewalk walks throughout campus.				\$ 30,000.00		
9	CWC Wall Demolition	Demolition of extension wall at the CWC in order to help with pedestrian and vehicle visiblity when crossing Bay Shore Road.	\$ 8,805.00					
		COMPLETE PROJECTS TOTALs:	\$ 68,438.21	\$ -	\$ 57,564.00	\$ 400,000.00	\$ 400,000.00	

Building Needs Over \$1M by Timeframe

Building Needs By Campus, By Timeframe



NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: August 10, 2023

**SUBJECT: Contract with Hotel for Additional Student Housing
Home2 Suites by Hilton Sarasota Bradenton Airport**

PROPOSED BOARD ACTION

Authorize the President to execute a contract with TMGOC 8260 Sarasota LLC, owner of the Home2 Suites by Hilton Sarasota Bradenton Airport ("Hotel"), not to exceed \$1,800,000 in total to cover costs related to the rental of temporary accommodation of students for Fall 2023 term. Amounts paid to Hotel will be based on the proposed contract terms, estimated at \$1,598,170, to be paid from the College's emergency reserve.

BACKGROUND INFORMATION

Due to both the overwhelming demand for on-campus housing and the prudent decision to take certain rooms offline until facility conditions can be addressed, the College is in an oversubscribed position. This situation was caused by both a surge in late enrollment and identification of additional rooms in Pei II and Pei III that, in an abundance of caution, the College has taken offline for the Fall term. The total number of beds available at H2 Suites is 133, and these rooms are all planned for student assignment.

Third and fourth-year students have been offered the option to find off-campus housing on their own or reside at the H2 Suites, which is less than one mile from campus on US 41. The rental rates for the Fall term are \$3,750 for a double and \$4,860 for a single, which are comparable to on-campus rates while providing additional amenities. Additionally, students housed in the hotel will receive parking fee waivers for the academic year.

The total net revenues from students are estimated not to exceed \$593,100. Thus, the total net outlay for the rental of the space will be approximately \$1,000,000. Rather than depleting the Housing Reserve Account, the administration recommends the emergency authorization of College reserves or Carry Forward funds. Should the College wish, at a later point, it could require Housing to repay these funds to the College general reserve over time.

At this time, the College has not yet determined if the entire hotel will need to be booked for the Spring term or whether a smaller number of rooms will be needed. The College is (1) exploring options with the Hotel and (2) other local hotel options for Spring.

Supporting Documentation Included: Proposed Contract (forthcoming)

Facilitators/Presenters: Vice President for Finance and Administration Chris Kinsley

Additional Supporting Documentation Available: None

Agreement between TMGOC 8260 Sarasota LLC and New College of Florida

New College of Florida
5800 Bay Shore Road
Sarasota, Florida 34243

TMGOC 8260 Sarasota LLC
2385 NW Executive Dr., Ste. 240
Boca Raton, Florida 33431

Attn: Chris Kinsley, VP Finance &
Administration
Phone: 941-487-4444
Email: ckinsley@ncf.edu

Attn: Glenn Alba
Phone:
Email:

This agreement (including, all addenda issued hereunder, "Agreement") is made and entered into as of this day, **August** [], **2023** (the "Effective Date"), by and between TMGOC 8260 Sarasota LLC, owner of the Home2 Suites by Hilton Sarasota Bradenton Airport ("Hotel"), located at 8260 N Tamiami Trail, Sarasota, FL 34243, and New College of Florida ("you", "your", "Group" or "College"), located at 5800 Bay Shore Road, Sarasota, FL 34243. Hotel and Group may be collectively referred herein as the "Parties"; individually, as a "Party". This Agreement relates to the program identified as New College of Florida Student Housing ("Event" or "Program"), including, the provisions of hotel rooms ("Guest Rooms") for individuals designated by Group ("Guest(s)"). Subject to the terms and conditions set forth in this Agreement, Hotel hereby agrees to provide, and Group hereby agrees to accept, certain services related to the provision of the Guest Rooms (the "Services") set forth in Addendum A. Notwithstanding any provisions to the contrary, this Agreement must be executed by August 11, 2023; otherwise, the Hotel's obligations are void. Each Addendum issued hereunder shall be incorporated herein.

The following arrangements have been reserved for Group on a first option basis. Hotel salespersons are authorized to negotiate Guest Room Rates (as defined hereafter) and reserve Group's space requirements. Only when Group and all of the Hotel's authorized representatives identified on the signature page have executed this Agreement is there a binding agreement between the Parties.

I. Event Dates / Term and Termination:

- a. **Term:** The term of this Agreement shall commence as of the Effective Date and shall continue until December 16, 2023 ("Term"), unless it is (i) terminated earlier according to the terms of this Agreement (including, this section); or (ii) extended by a written and signed amendment. The Term may be extended by the Hotel, in its sole discretion, in the event the College needs to extend the fall semester due to a force majeure.
- b. **Termination for Cause:** Unless otherwise set forth herein, either Party may terminate this Agreement on the other Party's material breach of this Agreement without liability or payment of any fees (including, any Cancellation Fee (as defined hereafter). Other than related to the monetary obligations of Section IV, the non-breaching Party must give fourteen (14) calendar days' written notice and the opportunity to cure its breach. Group may terminate this Agreement immediately on written notice of a breach of Hotel's obligations with respect to Confidential Information (as defined hereafter), Hotel's violation of applicable law, a breach incapable of cure, or a breach of any of the obligations set forth in Section XV herein.
- c. **Effect of Termination:** Each Party shall return (or if requested by the Disclosing Party (as defined hereafter), destroy) Confidential Information (as defined hereafter) within thirty (30) calendar days of the effective date of termination of this Agreement unless otherwise instructed, subject to the Hotel's right to retain records required for internal audit or if there is a dispute or sums remain unpaid. If this Agreement is

terminated by Group, it is subject to any Cancellation Fees (as defined hereafter) owed by Group to Hotel pursuant to Section III below.

II. Guest Rooms:

- a. **General:** This Agreement applies to the following block of Guest Rooms (“Room Block” or “Total Guest Room Night Commitment”):

Number of Rooms	Room Rate Per Day, Per Room (“Guest Room Rate”)
109 Guest Rooms per night	\$110 for Singles (73 rooms) \$150 for Doubles (24 rooms) \$150 for Suites (12 rooms)

* Group shall occupy the entire Hotel, which is 109 Hotel Guest Rooms. Students will be housed on entire floors with Residential Advisers (“RA(s)”) or Resident Directors (“RD(s)”).

Guest Room Rates are net, non-commissionable. Guest Room Rates do not include applicable state and local taxes, fees and assessments. Group is a Florida nonprofit, tax-exempt corporation and is exempt from paying Florida sales taxes. Within ten (10) days of the date hereof, Group shall provide Hotel with evidence of the Group’s tax-exempt status and any additional documentation requested by Hotel. Unless otherwise agreed by Group, the fees for the Guest Rooms (including, the Guest Room Rate) and for any Services to be provided under this Agreement shall not include any state or local sales, use or other taxes for which Group is exempt. Upon request, Group shall provide Hotel with a copy of its tax exemption certificate upon execution of this Agreement.

- a. **Total Guest Room Night Commitment:** Group’s total daily Guest Room night commitment is 109 Guest Rooms (“Room Block”).
- b. **Rooming List:** Group shall use its reasonable efforts to submit a rooming list to the Hotel by no later than August 16, 2023, and include the Guest’s name and if any special type of accommodations desired for each Guest (if any). Notwithstanding the rooms assigned to Group guests, Group shall be responsible for payment of all the Room Block.
- c. **Minimum Revenue:** This Agreement will generate revenue for Hotel from the Guest Rooms. The Minimum revenue from Guest Rooms anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Anticipated Guest Room Revenue (# of Guest Room nights in Room Block x Guest Room Rate):	\$1,598,170.00
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- III. **Cancellation:** Should Group elect to terminate this Agreement prior to the natural expiration of the Term, the Hotel may incur damages including, having turned away other groups. or Guest Room reservations Upon entering into this Agreement, Hotel is removing the Room Block from its inventory for Group’s use. Upon such termination by Group, Group shall immediately pay Hotel the \$1,598,170.00 (“Cancellation Fees”) less sums previously paid hereunder for Guest Rooms. For rooms sold after the effective date of cancellation, the Hotel will give Group credit for said rooms; up to the room rate set forth in this Agreement. No later than forty-five (45) days after the end of the original Term, the Hotel will provide Group information regarding any refund due.

The Parties agree that the Cancellation Fees included in this section are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale and are liquidated damages and not a penalty.

Proper notice of cancellation, with payment, is not a default but rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations other than the post-termination cleaning, smoking obligations and any other obligation that extends beyond termination hereof.

IV. **Payment:**

- a. **Payment Options:** Charges will be billed as indicated below. *Please check applicable option.*

Guest Rooms:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Group	Student
Incidental charges:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Group	Student

- b. **Deposit and Payment Schedules:**

1. A deposit of \$109,000 is due no later than August 11, 2023. Such deposit amount shall be non-refundable and will be credited to the final cleaning invoice following Group's departure from the Hotel. Notwithstanding the deposit, additional sums may be owed by Group to Hotel related to Hotel damages caused by Group, smoking fees or excess fees owed for cleaning and shall be due upon demand.
2. A payment of \$174,590.00 for Guest Room charges for the period August 19, 2023 through August 31, 2023 is upon signature of this Agreement but no later than August 11, 2023.
3. A payment of \$402,900.00 for Guest Rooms charges for the period September 1, 2023 through September 30, 2023 is due on or before August 14, 2023.
4. A payment of \$416,330.00 for Guest Rooms charges for the period October 1, 2023 through October 31, 2023 is due on or before September 1, 2023.
5. A payment of \$604,350.00 for Guest Rooms charges for the period November 1, 2023 through December 16, 2023 is due on or before October 1, 2023.

- c. **Direct Bill Application:** A direct bill application must be completed and forwarded to the Hotel upon signature of this Agreement.
- d. **Master Account:** A master account ("Master Account") will be set up for the Event and all deposits for prepayments will be applied to the Master Account.
- e. **Payment:** Group shall pay the Hotel additional sums due upon receipt of a Hotel-issued invoice. Failure to timely pay any deposit or payment or an invoice shall be a breach of this Agreement and upon such breach, after providing a ten (10) day written notice and opportunity to cure, Hotel shall, at its sole option, terminate this Agreement with ten (10) days' written notice. If sums are not timely paid, interest accrues at the greater of 1.5% per month, or the highest rate allowed by law, until the sums are paid.

- f. **Incidentals.** Guests will be responsible for their own incidental charges at the Hotel. Charges for items from the Hotel Shops shall be paid at the time of purchase. No room charge capability will be allowed. “Hotel Shop” is defined as the pantry.

V. Insurance:

- a. **Group Insurance Requirements:** At all times, Group shall keep in force, at its own expense, at least the following insurance coverage from an insurance company that is authorized to do business in the State of Florida, in accordance with this section. Providing and maintaining sufficient insurance coverage are material terms of this Agreement:
1. Commercial General Liability coverage, personal injury, bodily injury, protective coverage, contractual liability and products and completed operations liability; and no exclusion for viruses, in limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate limits including (the aggregate limits of such insurance to apply specifically to the Group’s use of the Hotel and not to multiple locations);
 - (a) There shall be no exclusion for:
 - a. Operations and Premises; and
 - b. Products/Completed Operations Liability.
 - (b) Completed Operations shall be for a minimum of three (3) years.
 2. If Group has a Self-Insured Retention in excess of \$30,000 per claim, Hotel must specifically approve same.
 3. Excess/Umbrella Liability insurance with a limit of an additional \$10,000,000 each occurrence/aggregate;
 4. Coverage will apply as if each named insured were the only named insured and separately to each insured against whom claim or suit is brought. Group shall furnish evidence, including a certificate of insurance and copies of policies if requested by the Hotel, satisfactory to Hotel, of the existence of and maintenance of such insurance prior the commencement of any Guest arriving at the Hotel and thereafter on the date on which such policy is required to be renewed. Group shall obtain a written obligation on the part of each insurance company to notify the Hotel at least thirty (30) days prior to the cancellation or reduction of such insurance.
 5. All policies required to be maintained by Group pursuant to this section shall be issued in a form reasonably acceptable to Hotel by insurance companies having and maintaining at least an A-X rating in the most current available “Best’s Rating Guide” and qualified to do business in the State of Florida;
 6. Group shall immediately name the Hotel, its owner, TMGOC 8260 Sarasota LLC (“Owner”) and manager, Aimbridge Hospitality, LLC (“Manager”) as additional named insureds on the above referenced policies; and

7. Worker's Compensation and Employer's Liability Insurance:

- | | |
|---------------------------|--|
| (a) Worker's Compensation | Statutory Requirement |
| (b) Employers Liability | \$500,000 bodily injury each accident |
| | \$500,000 bodily injury by disease for each employee |
| | \$500,000 bodily injury/disease aggregate |

Statutory worker's compensation covering each and every worker employed in connection with the Services as provided in the statutes applicable to worker's compensation.

8. Waiver of Subrogation: Group's insurance policies shall include a waiver of any and all rights of subrogation against the Hotel Owner and Manager by said carriers.
9. Claims Made Policies: Any and all claims made policies shall include a minimum extended reporting period of three (3) years.
10. Neither the issuance of any insurance policy or coverage required under this Agreement, nor the minimum limits specified herein with respect to Group's insurance coverage, shall be deemed to limit or restrict in any way Group's liability arising under or out of this Agreement.
11. The provisions of Fla. Stat. § 768.28 shall in no way excuse nor limit Group's obligation to obtain and keep in force at all times the minimum insurance coverage limits mandated by this section.
- b. Hotel Insurance Requirements: At all times, Hotel shall keep in force, at its own expense, at least the following insurance coverage from an insurance company that is authorized to do business in the State of Florida, in accordance with this section. Providing and maintaining sufficient insurance coverage are material terms of this Agreement:

1. Worker's Compensation and Employer's Liability Insurance:

- | | |
|---------------------------|--|
| (a) Worker's Compensation | Statutory Requirement |
| (b) Employers Liability | \$500,000 bodily injury each accident |
| | \$500,000 bodily injury by disease for each employee |
| | \$500,000 bodily injury/disease aggregate |

Statutory worker's compensation covering each and every worker employed in connection with the Services as provided in the statutes applicable to worker's compensation.

2. Commercial General Liability insurance, providing insurance for personal injury, bodily injury, owner's protective coverage, contractual liability and products and completed operations liability in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits.

- (a) There shall be no exclusion for:
- a. Operations and Premises
 - b. Products/Completed Operations Liability
- (b) Completed Operations shall be for a minimum of three (3) years.

3. Excess/Umbrella Liability:

- | | |
|--------------------------------|---------------------------------------|
| (a) Umbrella Liability Limits: | \$5,000,000 each occurrence/aggregate |
|--------------------------------|---------------------------------------|

- (b) Group's Risk Management Office shall receive a confirming insurance certificate from Hotel upon execution of this Agreement. Coverage is in excess of General Liability and employer's Liability.
- 4. Security and Privacy Liability:
 - (a) Third-Party Liability Limits: \$2,000,000 each occurrence/aggregate
 - (b) Group's Risk Management Office shall receive a confirming insurance certificate from Hotel upon execution of this Agreement.
- 5. Claims Made Policies: Any and all claims made policies shall include a minimum extended reporting period of three (3) years.
- 6. Carrier Financial Strength: All insurance carriers shall meet a minimum financial rating of A.M. Best's A-X and qualified to do business in the State of Florida.
- 7. In addition to the requirements above, Hotel shall furnish industry standard certificate[s] of insurance to Group, Attn: Chris Kinsley located at 5800 Bay Shore Road, Sarasota, FL 34243, showing the coverage required by this section. Neither the issuance of any insurance policy or coverage required under this Agreement, nor the minimum limits specified herein with respect to Hotel's insurance coverage, shall be deemed to limit or restrict in any way Hotel's liability arising under or out of this Agreement.

VI. Laws and Policies: Each Party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and the specified rules and policies of the Parties set forth in this Agreement). Additionally, upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of guests with disabilities (including reasonable adjustments to accommodate disabled persons). Reasonable adjustments may include, but are not limited to, relocating furniture and non-affixed equipment to clear an access path, adjusting visual and auditory aids to assist disabled persons and/or providing complimentary or modest cost assistance with baggage or other items for disabled persons. It is understood that beyond the legal requirements provided by applicable law, Hotel is not required to purchase devices or undertake unreasonable expenses to accommodate Group's disabled persons.

Group will be responsible to ensure all compliance by both Parties with Title IX and the Fair Housing Act. Group shall be responsible including responding to all requests for reasonable accommodations and/or modifications under the Fair Housing Act. Prior to granting any request for reasonable accommodation that will require the resources of the Hotel, Group shall consult with Hotel. Group shall be responsible for paying any costs or fees associated with the request for accommodation. Prior to granting any request for reasonable modification that will alter the physical condition of the Hotel property, Group shall consult with Hotel, obtain Hotel's approval of any alteration plans, and obtain Hotel's permission to gain access to the physical condition of the premises, which permission will not be unreasonably withheld or delayed. Any modifications shall be made at the Group's expense and the Group shall restore the Hotel property to its original condition upon check-out.

VII. Confidential Information:

- a. The Parties acknowledge that in connection with this Agreement and the Services provided by Hotel to Group, a Party may provide (the "Disclosing Party"), and the other Party ("Receiving Party") may acquire and make use of, certain Confidential Information (as defined hereafter) of the Disclosing Party. For

purposes of this Agreement, “Confidential Information” shall include, without limitation, all information marked or otherwise identified as proprietary or confidential, including, without limitation, the Guest Room Rate. Confidential Information may also include information that, under the circumstances surrounding the disclosure, would be considered to be proprietary or confidential by a reasonable business person acting in good faith. It includes non-public information regarding Group’s students, systems and business practices (including, any personally identifiable information (“PII”)).

- b. Any and all Confidential Information obtained by either Party under this Agreement shall be held by the Receiving Party in the strictest confidence and held by the Receiving Party in trust and solely for the Disclosing Party’s benefit and use, and shall not be directly or indirectly disclosed by the Receiving Party to any person whomsoever, without prior written permission from the Disclosing Party, except to Hotel Personnel (as defined hereafter) who have a need to know such information in order to provide the Guest Rooms and perform the Services to Group. Hotel shall not, during the Term or at any time thereafter, disclose such Confidential Information to any person or use the same in any manner whatsoever except as is normal and necessary while communicating with Group or with others on its behalf or as may be related to any dispute to the extent allowable by, and in accordance with, applicable law.
- c. Hotel shall provide immediate notice to Group in the event it discovers an actual disclosure of, access to or other breach of the Confidential Information. In the event of actual or likely unauthorized disclosure of, access to, or other breach of the Confidential Information, Hotel shall comply with all applicable international, federal, state, and/or local laws and regulations related to such breach, and shall cooperate with Group in fulfilling its legal obligations. Subject to the limits of liability and indemnification provisions under this Agreement, Hotel shall indemnify Group for its violation of this section, including, but not limited to, the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, and other credit support services to individuals with information impacted by the actual or suspected breach.
- d. Except with respect to PII, Confidential Information shall not include information that: (i) the Receiving Party developed independently without the use of the Confidential Information; (ii) the Receiving Party already knows at the time it is disclosed as shown by the Receiving Party’s written records; (iii) the Receiving Party received from a third-party authorized to disclose it without restriction; (iv) information which is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality; or (v) based on advice of legal counsel, the Receiving Party is required by law, regulation, or valid court or governmental agency order to disclose; provided, however, that the Receiving Party first notifies the Disclosing Party of its intent to make such a disclosure, if allowed to do so.

VIII. Indemnity:

- a. Group Indemnification Obligations. Group hereby indemnifies and agrees to defend and hold the Hotel, including, its owner (TMGOC 8260 Sarasota LLC), management company (Aimbridge Hospitality, LLC), and the Hotel brand including, without limitation, Hilton, their respective officers, agents, employees, parents, affiliates, subsidiaries and its successors and assigns) (collectively “Hotel Indemnified Parties”) harmless from and against any and all claims, actions, causes of action, injuries, and damages (including, but without limitation, reasonable attorneys’ fees and costs) (collectively, “Claims”) arising out of or related to Group’s or Group’s personnel’s, employees’, guests’, students’ or subcontractor’s (collectively “Group Personnel”) (i) negligence; (ii) misrepresentation or breach of this Agreement; (iii) gross negligence or willful misconduct; (iv) violation of law (including, without limitation, Title IX and the Fair Housing Act);

(v) actual or alleged infringement, misappropriation or other unauthorized use of third-party's intellectual property of any kind whatsoever; (vi) any action instituted by any Group Personnel against Hotel for wages, fringe benefits, other compensation, or similar claims under applicable law; and any claims challenging the Group's right to dismiss its Group Personnel; or (vii) injury to persons or property or other tort arising out of any act, omission or negligence of Group (including, any Group Personnel), and this includes Claims arising between Group Personnel; provided, however, the above obligations shall not apply to the extent any such Claim arises or results from Hotel or Hotel's personnel, employees, or subcontractors acts, omissions, negligence or breach.

- b. Hotel Indemnification Obligations. Hotel hereby indemnifies and agrees to defend and hold Group and its trustees, officers and employees harmless from and against any and all claims, actions, causes of action, injuries, and damages (including, but without limitation, reasonable attorneys' fees and costs) arising out of or related to Hotel or Hotel's personnel's, employees' or subcontractor's (collectively, "Hotel Personnel") (i) negligence; (ii) misrepresentation or breach of this Agreement; (iii) gross negligence or willful misconduct; (iv) violation of law; (v) actual or alleged infringement, misappropriation or other unauthorized use of third-party's intellectual property of any kind whatsoever; (vi) any action instituted by any Hotel Personnel against Group for wages, fringe benefits, other compensation, or similar claims under applicable law; and any claims challenging the Hotel's right to dismiss its Hotel Personnel; or (vii) injury to persons or property or other tort arising solely out of any act or omission of Hotel (including, any Hotel Personnel); however, the above obligations shall not apply to the extent any such claim arises or results from Group or Group Personnel's acts, omissions, negligence or breach.
- c. Indemnification Procedures. The Party to be indemnified ("Indemnified Party") shall promptly notify the indemnifying Party ("Indemnifying Party") if the Indemnifying Party is obligated to provide such indemnification of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party. The Indemnified Party shall have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages.
- d. Survival. The terms of this Section survive the termination or expiration of this Agreement.

IX. COVID-19/Infectious Disease: Group shall be solely responsible for compliance and enforcement of all government declarations, ordinances and regulations in connection with Covid-19, including, without limitation, social distancing and maximum capacities. If Guest has any infectious disease or other situation that relates to housekeeping entering into the room, Group must notify the Hotel that housekeeping is suspended in their room until the Guest notifies the Hotel. Housekeeping may not, however, be suspended for more than ten (10) days without further discussion with Hotel management.

X. Governing Law: This Agreement is being made under and shall be interpreted in accordance with the laws of the State of Florida without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction and venue in Sarasota County, Florida (the "Designated Court") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), (b) waives any objection to the laying of venue of any such litigation in the Designated Court and (c) agrees not to plead or claim in any Designated Court that such litigation brought therein has been brought in an inconvenient forum. This section shall survive termination, cancellation, or expiration of this Agreement.

XI. Force Majeure: Neither Party hereto shall be liable or responsible to the other Party for any loss or damage or for any delays or failure to perform due to a Force Majeure Event (as defined hereafter). A “Force Majeure Event” includes, but is not limited to, the following: acts of God, civil unrest, disaster, war, riots, flood, fire, sabotage, terrorist activity or substantiated threat, complete curtailment of transportation facilities, order or restriction by any government authority, any other similar causes beyond the reasonable control of either Party that makes it impossible or illegal for either Party to perform their respective obligations under this Agreement. A Force Majeure Event does not include difficulty in obtaining labor, materials, or transport, or a strike, lock-out, trade dispute, or labor disturbance where Hotel is a direct party. In the event of a Force Majeure Event, the Party affected by a Force Majeure Event shall provide notice of the Force Majeure Event to the other Party within a commercially reasonable time. In the event a Force Majeure Event renders one or more Guest Rooms uninhabitable, Group shall receive a credit or refund, as applicable, calculated as to each uninhabitable Guest Room by the number of uninhabitable Guest Room nights multiplied by the applicable Guest Room Rate.

XII. Use of Name:

- a. Hotel Name and Logo. The images, names and logos of the Hotel are exclusive property of the Hotel and its subsidiaries and affiliates, respectively. Any unauthorized use of these names and logos is prohibited.
- b. Group Name and Logo. Neither Hotel nor any of its agents, employees, affiliates, invitees, or representatives shall cause or allow the name of “New School of Florida” (or any variation thereof) or any Group logo or mark, or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of Group.
- c. Publicity. Neither Party shall communicate with members of the media or otherwise make any public announcement regarding the Services performed pursuant to this Agreement, or the terms or existence of this Agreement, without the prior written consent of the other Party, which in the case of Group is to be identified, and in the case of the Hotel, Katie Miller (Katie.Miller2@hilton.com). Any inquiries from the media shall be referred to communications@ncf.edu.

XIII. Representations and Warranties: In addition to any other representations and warranties set forth herein, the Parties represent and warrant the following:

- a. it has full rights and authority to enter into, perform under, and grant the rights in, this Agreement;
- b. its performance will not violate any agreement or obligation between it and any third-party; and
- c. will comply with all applicable laws.

XIV. Personnel and Subcontractors:

- a. Hotel is responsible for all wages, fringe benefits, social security and other payroll taxes, healthcare benefits reporting, unemployment insurance, workers’ compensation insurance payments and disability benefits, work schedules, work conditions, and similar matters of Hotel’s employees, contractors, or other personnel performing Services.
- b. Group is responsible for all wages, fringe benefits, social security and other payroll taxes, healthcare benefits reporting, unemployment insurance, workers’ compensation insurance payments and disability

benefits, work schedules, work conditions, and similar matters of Group's employees, contractors, or other personnel performing any services on Hotel premises.

- c. Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. Each Party shall be responsible for applicable withholding, the payment of applicable payroll taxes, worker's compensation coverage, benefits and any other requirements associated with employment.

XV. Group's Guest Rooms:

a. Security Obligations. The security for Guest Rooms shall be Group's security or police department ("Group Security"). For the avoidance of doubt, Hotel's sole obligation related to Group's security is to maintain, using commercially reasonable efforts, the parking lot lighting and the existing Hotel video cameras. Hotel shall cooperate and permit Group Security to address all security incidents involving a Guest (although nothing prevents the Hotel from calling emergency services (911)). Hotel shall cooperate with Group (including, Group Security) to establish and develop protocols and procedures relating to any security and safety incidents involving Guests. Group Security shall be provided at Hotel based on a regular patrol schedule. Group shall indemnify, defend and hold Hotel and its owner (TMGOC 8260 Sarasota LLC), management company (Aimbridge Hospitality, LLC), and their respective officers, agents, employees, affiliates, subsidiaries and its successors and assigns harmless related to any Guest or third-party claims arising from any acts or omissions taken by Group Security under this Section.

b. Access to Rooms. Group reserves the right to enter and search Guest Rooms to (i) verify occupancy; (ii) investigate reasonable suspicion of illegal activity or violations of any Group rule, regulation or policy; (iii) inspect for health and safety reasons; and (iv) protect the interest of the Group or Guest in any situation in which the Group deems the entry necessary to protect the Group, the welfare of the Guest or other Guests, or the Group community. In such event, Hotel shall use commercially reasonable efforts to provide immediate access to the applicable Guest Room(s) upon Group's request. Group shall fully disclose Group's rights under this Section V to Guests. Group shall indemnify, defend and hold Hotel and its owner (TMGOC 8260 Sarasota LLC), management company (Aimbridge Hospitality, LLC), and their respective officers, agents, employees, affiliates, parents, subsidiaries and its successors and assigns harmless related to any Guest or third-party claims arising from any acts taken by Group or Group Personnel under this Section. Group and Guests shall provide access to all Guest Rooms for the Hotel's cleaning services, maintenance and any other Hotel operation requests. Students shall have 24 hour access to the Hotel with a key card beginning August 19, 2023.

c. Alterations. Group represents and warrants that Group shall not make any temporary or permanent alterations to the physical building, guest rooms or any space in the Hotel. Group shall not remove furniture or make any modification to the Hotel property without the Owner's prior written consent.

d. Food and Beverage. The Hotel shall not supply any food and beverage service; provided however that Hotel will offer coffee available in the Hotel lobby 24 hours per day, 7 days per week.

XVI. Parking: Guests staying at the Hotel as part of the Group may use all available parking spaces in the Hotel's parking lot on a first come, first serve basis as part of the Total Guest Room Night Commitment.

XVII. Departure Requirements:

a. Cleaning Obligations Upon Termination. All Group occupants must depart prior to commencing clean up in accordance with this Article XVII. Immediately, prior to the end of the Term, Group shall be obligated to: (a) return the Hotel to the condition existing on the Commencement Date, including, without limitation, removal of the

Dormitory Furniture (as hereinafter defined) and once the above has been completed (b) have cleaned and sterilized all surfaces (including walls, carpets, and if necessary ventilation/HVAC systems), fixtures, furniture, bedding, window treatments, shower curtains, decor in all areas of the Hotel to which Group has had access. Cleaning and sterilization of such areas of the Hotel shall be performed by a reputable third party specialists, approved by Owner, and completed in accordance with highest industry practices including, without limitation, the CDC guidelines, and to Owner's sole satisfaction. Such third party specialists shall provide Owner certifications for full and complete cleaning of all such areas. In addition to these obligations, Group shall replace (i) any supplies that cannot obtain certifications of complete and proper cleaning in accordance with CDC guidelines and Owner's specifications and (ii) all Hotel mattresses with the mattress required by Owner. If the cleaning obligations are not completed prior to the end of the Term to the Owner's satisfaction, notwithstanding any other provision of this Agreement, this Agreement shall continue on a week-to-week basis until the cleanup is completed to the Owner's satisfaction, which shall not exceed a period of more than thirty (30) days.

b. Cleaning Fee. Group shall pay the Hotel a cleaning fee, which the Hotel estimates to be \$250.00 per room, for the Hotel to clean and put the Hotel back in service. Further, in the event a guest smokes or vapes in a guest room or anywhere inside the Hotel, a \$500.00 cleaning fee per area exposed to the smoke/vape must be paid by Group for clean-up during the Term and again, as necessary, at the end of the Term, upon demand from the Hotel.

c. Replacement Costs. If Owner, in its reasonable discretion, determines any of the supplies, linens and/or furniture provided by the Hotel must be replaced due to damage or misuse directly caused by Group or Group Personnel, Group shall immediately, upon demand, pay the Hotel for the cost of replacing any supplies, linens and/or furniture used during the Term ("Replacement Costs"). Such Replacement Costs shall be paid in full prior to the end of the Term. Any financial obligations including, without limitation, those obligations remaining at the end of the Term must be paid within 30 days of written demand therefor after the end of the Term.

XVIII. Miscellaneous:

- a. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
- b. Remedies. All remedies to either Party for breach of this Agreement by the other Party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of such remedy to the exclusion of other remedies available at law or in equity.
- c. Insolvency. The insolvency or adjudication of bankruptcy, the filing of a voluntary petition in bankruptcy, or the making of an assignment for the benefit of creditors by either Party will be a material breach of this Agreement.
- d. Liens. Group shall prevent any liens or other security interests that arise from Group's occupancy of the Hotel from being imposed on or filed against the Hotel. Group shall be solely responsible for immediately releasing any such liens or other security interests, including the costs of removing such liens or other security interests from the Hotel.
- e. Attorneys' Fees. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs and reasonable attorney's fees, or reasonable arbitration fees, incurred by the prevailing Party.

- f. Execution. The person executing this Agreement set forth below represent and agree that he/she has all requisite legal power and capacity to execute this Agreement and bind the Parties hereto, and this Agreement constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- g. Student Damages. Each Guest will be required to execute a document in the form similar to Addendum B and the Hotel shall be provided a copy by Group.
- h. Hotel Policies. Each Guest will be required to execute a document in the form similar to Addendum C and the Hotel shall be provided a copy by Group.
- i. Student Release and Waiver of Liability. Prior to occupancy of any Guest Room, each Guest will be required to execute a document in the form similar to Addendum D and the Hotel shall be provided a copy by Group.

XIX. Entire Agreement; Amendment: This Agreement constitutes the entire agreement between the Parties, supersedes all other written and oral agreements between the Parties concerning its subject matter, and may not be amended except by in writing signed by Hotel and Group.

XX. Survival: The provisions of this Agreement which by their terms require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive such termination or expiration. All indemnity obligations and indemnification procedures will survive the termination or expiration of this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

ACCEPTED AND AGREED TO:

NEW COLLEGE OF FLORIDA

TMGOC 8260 SARASOTA LLC, OWNER OF THE
HOME2 SUITES BY HILTON SARASOTA
BRADENTON AIRPORT

By: Aimbridge Hospitality, LLC, solely as its authorized
agent

By _____
Name Richard Corcoran
Title Interim President
Date _____

By _____
Name _____
Title _____
Date _____

Addendum A

This Addendum A (“Addendum A”) is to the Agreement, by and between Hotel and Group. Capitalized terms used and not defined in this Addendum A shall have the meaning ascribed to such terms in the Agreement.

Services

The Hotel shall provide the following services to the Guest rooms:

- housekeeping services shall be provided once a week for each Guest Room that houses a student that (i) has not tested positive for COVID-19 or any infectious disease and (ii) does not show symptoms indicative of COVID-19 or any infectious disease.

Complimentary (based on the Hotel’s existing technology) in-room Wi-Fi.

-
- Complimentary shuttle service (up to 11 people) one per hour from 7:00 AM – 10:00 PM each day on a schedule established by the Hotel.

Hotel shall provide each Guest Room with linens, towels, toilet paper, tissues and dishwasher detergent. Guests are responsible for supplying their own soap, shampoo, conditioner and all other supplies not otherwise specifically referenced herein to be provided by Hotel.

-

Hotel currently allows Amazon to maintain an Amazon Locker Hub that can accept and hold packages for students. If packages/mail are delivered to the Hotel’s front desk, Hotel has no responsibility related to such items. Group shall indemnify, defend and hold harmless the Hotel Indemnified Parties for any claims related to mail or packages.

-

Addendum B

Student Damages

This Addendum B (“Addendum B”) is to the Agreement, by and between Hotel and Group. Capitalized terms used and not defined in this Addendum B shall have the meaning ascribed to such terms in the Agreement.

Group acknowledges and agrees to provide the following terms (or substantially similar terms) to each Guest prior to move-in:

While residing at the Hotel, Guest hereby agrees as follows:

- Guest shall carefully complete the Guest Room inventory form provided by Group (“Room Inventory Form”), and note any paint chips, nail holes, missing or damaged furniture, and other damage observed upon check-in to the Guest Room (or upon relocation to a new Guest Room).
- Guest shall not decorate Guest Rooms.
- Guest shall not disassemble the bed or other furniture located in the Guest Room or any other location in the Hotel.
- Guest shall carry their identification Guest Room key card when entering the Hotel premises.
- In the event any items require repair in the Guest Room, Guest shall notify the applicable Resident Assistant (“RA”) and/or Resident Director (“RD”); provided, however, in an emergency (including, a security incident or threat), Guest may reach out to Hotel staff (including, persons at the front-desk for assistance).
- Furniture in Guest Rooms or common areas of the Hotel may not be moved to other locations. Each Guest Room contains, among other items, a refrigerator and television set. In the event of noncompliance, Guest shall be billed for lost, damaged, or moved furniture.
- Guest shall sign up for and complete an official check-out (“Check-Out”) with the designated RA and Hotel. Information regarding check-out will be distributed to Guest toward the end of the residential period at Hotel. Check-Outs shall include: (i) scheduling an appointment with a RA, RD and/or member of Hotel staff indicating any existing Guest Room damage on the Room Inventory Form; and (ii) signing the Room Inventory Form.
- Guest shall leave the Guest Room in the same condition it was received by Guest upon move-in, less ordinary wear and tear. Prior to Check-Out, Guests shall completely remove all personal items from the Guest Room.
- Hotel will photograph the Guest Rooms prior to check-in. Damage that exists upon Check-Out that was not indicated or noted on the “Check-In” portion of the Room Inventory Form will result in a charge equal to the replacement or repair value plus cleaning costs plus all applicable taxes being assessed to the Group. After Check-Out is completed, Hotel will review Guest Rooms for damage and repairs.
- Guest will be held responsible for Guest Room damages or other damages to the Hotel caused by the applicable Guest (including, their visitors). In the event of such damage, Guest shall notify the applicable RA or RD of such damage. Excessive damages, those which exceed regular wear and tear (i.e., holes in drywall, large stains to carpeting, broken ceiling tiles, unsanitary conditions, etc.), to Guest Rooms or common areas may result in disciplinary action by Group.

Addendum C

Hotel Policies

This Addendum C (“Addendum C”) is to the Agreement, by and between Hotel and Group. Capitalized terms used and not defined in this Addendum C shall have the meaning ascribed to such terms in the Agreement.

Group acknowledges and agrees to provide the following terms (or substantially similar terms) to each Guest prior to each Guest’s check-in to the Hotel:

While residing at the Hotel, Guest hereby agrees as follows:

- Guest are prohibited from hanging, sticking or pinning of posters or other materials on Guest Room walls.
- Guest may not give their keys to any other individual.
- Quiet time is 11:00 pm – 9:00 AM (Sunday – Thursday) and 11:00 PM – 10:00 AM (Friday & Saturday).
- One (1) time per week, Guests shall grant Hotel’s cleaning staff access to the Guest Room between 9:00 AM to 4:00 PM on the scheduled cleaning day (based on cleaning staff’s schedule and room rotation). Guests will leave the Guest Room(s) while housekeeping is cleaning. Garbage will be collected daily from designated receptacles, not from the Guest Rooms. Guests are responsible for depositing garbage in the designated receptacles.
- Guest agrees to sign the Hotel’s “No Party Policy” upon check-in, which covers the Guest Rooms and public areas of the Hotel.
- Guest must have their college identification badges with them at all times on Hotel premises.
- Room service/room deliveries are prohibited.
- The maximum number of people in a Guest Room at any given time is two (2) people.
- For security purposes, any Guest expecting visitors needs approval from such Guest’s Resident’s Assistant (“RA”) and/or Resident Director (“RD”), and must notify the front desk of such visitor.
- No Guest-provided microwaves, hotpots, toaster ovens, coffee pots or other electrical equipment are allowed in the Guest Room. Keurig machines are permitted in the Guest Room.
- Guest may not consume alcoholic beverages in any Guest Room or on Hotel premises.
- Smoking and/or vaping is not permitted in the Hotel. Guest may be charged \$500.00 for each smoking and/or vaping violation in the Guest Rooms/Hotel.
- Any issues or concerns of either Hotel or Guest will be addressed with the RD and applicable RA, who will serve as the liaison between the Hotel and the Guest.
- Guest must adhere to the policies covered in Group’s student handbook.
- Trash and recyclables must be discarded in the locations designated by Hotel and shall not be left in the hallways.
- Upon check out by Guest, the Guest Room will be inspected by both the RA and Hotel and any damage will be noted.
- No loitering in Public areas and meeting space.
- No pets allowed.
- If Guest has any infectious disease or other situation that relates to housekeeping entering into the room, the Guest, RA and RD must notify the Hotel that housekeeping is suspended in their room until the Guest notifies the Hotel. Housekeeping may not, however, be suspended for more than ten (10) days without further discussion with Hotel management.

Addendum D

Release and Waiver of Liability

HOTEL: Home2 Suites By Hilton Sarasota Bradenton Airport, located at 8260 N Tamiami Trail, Sarasota, FL 34243
OWNER: TMGOC 8260 Sarasota LLC
MANAGER: Aimbridge Hospitality, LLC
COLLEGE: New College of Florida

The Hotel has allowed College to utilize the facilities of the Hotel with the condition that any occupant College places at the Hotel will agree to and execute the following Release and Waiver of Liability Agreement (“Waiver”).

- A. The undersigned is present on Hotel property solely due to the College.
- B. The undersigned understands and acknowledges that College is under contract with the Hotel pursuant to that certain occupancy agreement (“Agreement”), and that the undersigned is not a third party beneficiary of the Agreement.
- C. The undersigned understands and acknowledges that College is responsible for the undersigned’s time on the Hotel property, and if any issues occur during the undersigns stay, those issues must be raised solely with the College for resolution.
- D. The undersigned understands and acknowledges that the security personnel with whom they will have contact at the Hotel are the agents of College and were not hired by, trained by or affiliated with any of the following parties: the Hotel, Owner or Manager, or each of their respective owners, managers or franchisor/licensor, or any of their respective officers or directors, agents, employees, subsidiaries, parents and affiliates or their successors or assigns (collectively, the “Released Parties”).

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE HOTEL SOLELY AS A GUEST OF THE COLLEGE, FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OCCUPYING A ROOM OR USING FACILITIES OR EQUIPMENT THEREON, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, FOREVER DISCHARGES AND COVENANTS NOT TO SUE the Released Parties from all liability to the undersigned and all his personal representatives, assigns, heirs, and next of kin, for any and all loss, liability, damage or cost of any type (including any direct, indirect, special, incidental, compensatory, or consequential injury or damages), and for any claims, actions, causes of action or demands therefor: (a) as a result of any illness, condition and/or injury to the undersigned person or property or resulting in death of the undersigned; (b) for any services provided by third party vendors affiliated with the Hotel; or (c) due to the use by the undersigned of the Hotel which College, its contractors, guests, occupants, invitees and agents (“College-Related Parties”).

2. THE UNDERSIGNED HEREBY AGREES AND CONSENTS TO VOLUNTARILY OCCUPY THE HOTEL GUEST ROOMS AND/OR USE THE FACILITIES OR EQUIPMENT THEREON AT THE INVITATION OF COLLEGE-RELATED PARTIES AT THE UNDERSIGNED’S OWN RISK and with full knowledge and appreciation of any and all dangers and risks inherent therein, including risks that can cause serious and even fatal illness due to the inherent hazards of the Hotel being used by College as a dorm. As between the Released Parties and the undersigned, the undersigned hereby assumes full responsibility for any and all bodily injury, illness, death and/or property damage suffered by the undersigned, while in, about or upon the Hotel premises including, without limitation, the Claims.

3. **Possession or risk of loss of any items left at the Hotel by the undersigned shall remain solely with the undersigned. The undersigned specifically waives any claim for loss of damages to such items whether or not caused by any action or omission of and shall indemnify and save and hold the Released Parties harmless therefrom.**

4. THE UNDERSIGNED FURTHER EXPRESSLY AGREES THAT THE WAIVER is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS WAIVER PRIOR TO VOLUNTARILY SIGNING THIS WAIVER. THE UNDERSIGNED FULLY UNDERSTANDS ITS CONTENTS AND MEANING, AND THAT THE UNDERSIGNED IS EXECUTING A RELEASE AND WAIVER OF LIABILITY, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

THE UNDERSIGNED:

Printed Name

Home Address

Signature

Date

MINOR RELEASE. IF THIS RELEASE IS SIGNED BY SOMEONE NOT YET 18 YEARS OLD (OR THE LEGAL AGE OF MAJORITY OF THE STATE IN WHICH THE HOTEL IS LOCATED), THE FOLLOWING MUST BE COMPLETED AND SIGNED: The undersigned hereby warrants that I am the parent or legal guardian of the above person, and have full authority to authorize the above Release and Waiver of Liability. Further, and for value received, I hereby release and agree to indemnify Hotel from and against any and all liability arising out of the exercise of the rights granted by the above Release and Waiver of Liability.

Name: _____ Signature: _____

Address: _____ City/Zip: _____

Phone: _____ Email: _____

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: August 10, 2023

SUBJECT: Ratification of Changes to the Collective Bargaining Agreement between New College of Florida and the Police Benevolent Association

PROPOSED BOARD ACTION

Ratification of changes to the current Collective Bargaining Agreement (Agreement) between New College of Florida (NCF) and the Police Benevolent Association (PBA), as recommended by the College's management representatives.

BACKGROUND

Following duly noticed negotiating sessions regarding an update to the current three-year Agreement, NCF's management representatives and the PBA collective bargaining unit representatives have reached tentative agreement on changes to articles in the current Agreement as set forth below and within the attachments provided.

The changes to the Agreement have been ratified by majority vote of the collective bargaining unit members. The PBA confirmed its ratification of the tentative agreements on July 31, 2023.

Summary of the Changes in the 2022-2025 Collective Bargaining Agreement Between New College of Florida and the Police Benevolent Association

The most important fiscal component of the Agreement involves **Article 22 – Wages**. The recurring 5.25% wage increase and compression adjustment affects 12 employees covered under the PBA collective bargaining agreement and totals approximately \$31,617 for the across-the-board base increase. Taxes and benefits costs add approximately \$10,718 for a total all-in cost of \$42,335 for Fiscal Year 2023. These changes, if approved by the Board of Trustees, would be effective on July 10, 2022.

For comparison, the previous increase approved last year, was a 2.0% and was retroactive to the beginning of the academic year.

Proposed language in underline format and deleted language in ~~strike-through~~ format is provided for reference. A summary of the proposed amendments is as follows:

Article 2 – Definitions

This section was changed to add the definition of the PBA for this contract.

Article 4 – Employee Representation and PBA Activities

This section was changed to correct a typographical error.

Article 5 – Grievance Procedure

This section was changed to clarify who can represent a covered employee during a grievance procedure and amended some of the arbitration procedures.

Article 8 – Change in Assignment

This section was updated to allow flexibility in what distance a covered employee's choice of residence can be.

Article 12 – Health and Safety

This section ensures that a PBA representative will be included on college-wide safety committees and that sufficient staffing will be provided for events.

Article 20 – Uniforms and Equipment

The parties agreed to provide officers with a taser and body camera for increased security.

Article 21 – Emergency Situations

The parties agreed to language defining emergency duty and clarified that the College will make reasonable efforts to provide secure lodging and provisions for employees during the emergency.

Article 22 – Wages

The parties agree to a compression adjustment and an across the board 5.25% increase in wages retroactive to July 11, 2022.

Article 23 - Benefits

This section extends the tuition remission benefit to the PBA employees and adds three (3) paid Federal holidays.

Article 24 – Seniority

This change moves the bereavement leave language to Article 16 – Leaves and expands bereavement leave from three (3) days to five (5) days.

Article 26 – Replacement of Personal Property

This section was change to allow the Chief of Police to approve reimbursement of personal property.

Article 32 – Duration

This section sets the dates for renegotiations of the Agreement.

Housekeeping

The parties agreed to correct miscellaneous typographical, punctuation, and grammatical errors.

Supporting Documentation Included:

Proposed collective bargaining agreement changes between New College of Florida and the Police Benevolent Association, for 2022-2025 (REDLINE VERSION).

Facilitators/Presenters:

Erika Worthy, Chief Human Resources Officer/Chair of Management Team

Other Members of NCF's Management Bargaining Team:

Jennifer Coley, Chief of Police

David Brickhouse, Vice President for Legal Affairs

Gail Farb, Williams Parker

Kimbrell Hines, Williams Parker

Chris Kinsley, CFO

Justin Miller, Interim Budget Director

Lara Sladick, Director, Human Resources

Corina Velasquez, Assistant Vice President, Human Resources

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 2: Definitions**

Current Language

2 ARTICLE DEFINITIONS

The terms used in this Agreement are defined as follows:

1. "Chief Administrative Officer" means the President of the College or his/her representative.
2. "Days" means calendar days, excluding any day observed as a College holiday.
3. "Employee" means a member of the bargaining unit as it is described in Article 1.
4. "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievant at Step 1 when the PBA has been selected as the employee's representative.
5. "Regular Status" is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or appeal adverse action taken against the employee while serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.
6. "President of the Florida Police Benevolent Association" includes his/her representatives.
7. "College" means New College of Florida.

Tentative Agreement (07/11/23)

2 ARTICLE DEFINITIONS

The terms used in this Agreement are defined as follows:

1. "Chief Administrative Officer" means the President of the College or ~~his/her~~ that President's representativess.
2. "Days" means calendar days, ~~excluding any day observed as a College holiday.~~
3. "Employee" means a member of the bargaining unit as it is described in Article 1.
4. "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievant at Step 1 when the PBA has been selected as the employee's representative.
5. "Regular Status" is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or appeal adverse action taken against the employee while serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.
6. "President of the Florida Police Benevolent Association" includes ~~his/her~~ the President's representatives.
7. "College" means New College of Florida.
8. **"PBA" means the Southwest Florida Chapter of the Police Benevolent Association, Inc.**

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 4: Employee Representation and PBA Activities
Section 4.5 Agendas, Rules and Employee Information Provided**

Current Language

4.5 AGENDAS, RULES AND EMPLOYEE INFORMATION PROVIDED

- A. Upon written request of the PBA, the College will, on a semi-annual basis, provide a list of employees with the name, work address, classification title, gross salary, and date of hire for each employee.
- B. The College shall make available on its website at www.ncf.edu a copy of its personnel regulations and procedures.
- C. At least twenty one (21) days prior to the adoption or amendment of any College personnel regulation which will change the terms and conditions of employment for employees, the College will provide notice to the PBA of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the College to whom the PBA may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation under the provisions of law.) The PBA may provide written comments, concerns, or suggested revisions to the College contact person within ten (10) days of receipt of the notice. The PBA's suggestions will be considered by the College's Board of Trustees at a scheduled public hearing. The PBA may also use the consultation process described in Section 4.3 to discuss the proposed revisions to a College personnel regulation; however, the PBA must request such consultation within ten (10) days of receipt of notice of the proposed regulation revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, the PBA from exercising rights related to regulation development as adopted by the Florida Board of Governors.

Tentative Agreement (07/11/23)

4.5 Agendas, Rules and ~~Employee~~ Employee Information Provided

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 5: Grievance Procedure
Section 5.1 General Provisions
Subsection E.**

Current Language

5.1 GENERAL PROVISIONS

* * *

- E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the PBA. A grievant shall not be represented by a PBA Representative who is in a supervisory or subordinate position to the employee in the College.

Tentative Agreement (07/11/23)

5.1 GENERAL PROVISIONS

* * *

- E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the PBA. ~~A grievant shall not be represented by a PBA Representative who is in a supervisory or subordinate position to the employee in the College.~~

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 5: Grievance Procedure
Section 5.2 Procedures

Current Language

5.2 PROCEDURES

A. Step 1

1. The Management Representative shall schedule a meeting between the grievant, the grievant's Employee Grievance Representative, grievant's supervisor, or other appropriate individuals no later than ten (10) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons thereof to grievant's Employee Grievance Representative within ten (10) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's Employee Grievance Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Employee Grievance Representative has not received the written decision by the end of the tenth (10) day following the conclusion of the Step 1 meeting.

B. Step 2

1. If the grievance is not resolved at Step 1, the PBA Staff Representative may appeal the Step 1 decision to Arbitration within fifteen (15) days after receipt of the decision at Step 1. If the PBA did not represent the grievant at Step 1, the grievant may appeal the grievance to Arbitration.

2. Any demand for arbitration from PBA shall be in writing, sent by certified mail, and must be received by the College within fifteen (15) days following the employee's receipt of a written answer to the grievance, or fifteen (15) days following the time period when a written answer should have been tendered. The parties agree to be governed by the rules and procedures of the Federal Mediation and Conciliation Service (FMCS), including the FMCS procedures regarding the selection of an arbitrator. The party requesting arbitration shall pay to have the FMCS provide the parties with an available panel for striking, containing at least seven (7) arbitrators. Within fifteen (15) days after receipt of the FMCS list of arbitrators, the parties shall meet to select an arbitrator to hear the case by alternately striking from the panel until one name remains. When necessary, the party striking the entire FMCS list shall order the second FMCS list the same day. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not on the FMCS list.

3. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The Arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, the arbitrator shall proceed with the hearing.

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 5: Grievance Procedure
Section 5.2 Procedures

4. The Arbitrator shall conduct the hearing in Sarasota, Florida at the earliest date acceptable to both parties and the arbitrator.
5. The arbitrator may fashion an appropriate remedy to resolve the grievance and provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the College, the PBA, the grievant(s), and other employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - a. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - b. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted and it shall be final and binding on both parties to this Agreement.
 - c. The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.
 - d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.
6. The arbitrator shall be without power or authority to make any decisions:
 - a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law; or
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, rules, and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the provisions of this Agreement.
 - c. Which have the effect of restricting the discretion of the College as otherwise granted by law or the regulations of the College unless such authority is abridged, delegated or modified by this Agreement.
7. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than fourteen (14) days prior to the filing of the grievance; and
 - b. The award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation which might have been earned, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award.
8. The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.
9. The PBA will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by the PBA, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that the PBA would have been responsible, if the PBA had been a party to the arbitration.

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 5: Grievance Procedure
Section 5.2 Procedures

Tentative Agreement (07/11/23)

5.2 PROCEDURES

A. Step 1

1. The Management Representative shall schedule a meeting between the grievant, the grievant's Employee Grievance Representative, grievant's supervisor, or other appropriate individuals no later than ten (10) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons thereof to grievant's Employee Grievance Representative within ten (10) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's Employee Grievance Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Employee Grievance Representative has not received the written decision by the end of the tenth (10) day following the conclusion of the Step 1 meeting.

B. Step 2

1. If the grievance is not resolved at Step 1, the PBA Staff Representative may appeal the Step 1 decision to Arbitration within fifteen (15) days after receipt of the decision at Step 1. If the PBA did not represent the grievant at Step 1, the grievant may appeal the grievance to Arbitration.

2. Any demand for arbitration from PBA shall be in writing, ~~sent by certified mail~~, and must be received by the College within fifteen (15) days following the employee's receipt of a written answer to the grievance, or fifteen (15) days following the time period when a written answer should have been tendered. The parties agree to be governed by the rules and procedures of the Federal Mediation and Conciliation Service (FMCS), including the FMCS procedures regarding the selection of an arbitrator. The party requesting arbitration shall pay to have the FMCS provide the parties with an available panel for striking, containing at least seven (7) arbitrators. Within fifteen (15) days after receipt of the FMCS list of arbitrators, the parties shall meet to select an arbitrator to hear the case by alternately striking from the panel until one name remains. When necessary, the party striking the entire FMCS list shall order the second FMCS list the same day. The party to strike first shall be determined by the party who carries the burden of proof in the matter ~~flip of a coin~~. By mutual agreement, the parties may select an arbitrator who is or is not on the FMCS list.

3. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The Arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, the arbitrator shall proceed with the hearing.

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 5: Grievance Procedure
Section 5.2 Procedures

4. The Arbitrator shall conduct the hearing in Sarasota, Florida at the earliest date acceptable to both parties and the arbitrator.
5. The arbitrator may fashion an appropriate remedy to resolve the grievance and provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the College, the PBA, the grievant(s), and other employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - a. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - b. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted and it shall be final and binding on both parties to this Agreement.
 - c. The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.
 - d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.
6. The arbitrator shall be without power or authority to make any decisions:
 - a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law; or
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, rules, and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the provisions of this Agreement.
 - c. Which have the effect of restricting the discretion of the College as otherwise granted by law or the regulations of the College unless such authority is abridged, delegated or modified by this Agreement.
7. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than fourteen (14) days prior to the filing of the grievance; and
 - b. The award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation which might have been earned, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award.
8. The reasonable fees and expenses of the arbitrator, **the appearance fee for the court reporter, and the arbitrator's copy of the transcript (if so requested)**, shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.
9. The PBA will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by the PBA, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that the PBA would have been responsible, if the PBA had been a party to the arbitration.

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 8: Change in Assignment
Section 8.2 Involuntary Change in Assignment**

Current Language

8.2 INVOLUNTARY CHANGE IN ASSIGNMENT

- A. An employee may be required to reside within a reasonable distance of a work unit.
- B. Nothing contained in this Agreement shall be construed to prevent the College, at its discretion, from effecting a change in assignment of any employee according to the needs of the College. However, it is understood that the College will make an effort not to effect any change in assignment which will impose a residency hardship on the employee (in that the employee must relocate his/her residence from a permanent home presently owned or cancel a rental lease extending more than three months). An employee shall, if practicable, be given a minimum of fourteen (14) days' notice prior to the College effecting such change in assignment. The College shall not alter the remainder of the employee's schedule in order to avoid overtime hours.
- C. Nothing contained in this Agreement shall be construed to prevent the College from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

Tentative Agreement (07/11/23)

8.2 INVOLUNTARY CHANGE IN ASSIGNMENT

- A. An employee may be required to reside within a reasonable distance of the College a-work-unit. The College will make reasonable efforts to accommodate a current employee's and prospective employee's choice of residence that is outside of a reasonable distance when necessary for recruitment and retention.
- B. Nothing contained in this Agreement shall be construed to prevent the College, at its discretion, from effecting a change in assignment of any employee according to the needs of the College. However, it is understood that the College will make an effort not to effect any change in assignment which will impose a residency hardship on the employee (in that the employee must relocate his/her residence from a permanent home presently owned or cancel a rental lease extending more than three months). An employee shall, if practicable, be given a minimum of fourteen (14) days' notice prior to the College effecting such change in assignment. The College shall not alter the remainder of the employee's schedule in order to avoid overtime hours.
- C. Nothing contained in this Agreement shall be construed to prevent the College from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 12: Health and Safety
Section 12.2 Safety Committee**

Current Language

12.2 Safety Committee

The PBA will name one employee to serve on a College-wide Safety Committee.

Tentative Agreement (07/11/22)

12.2 Safety Committee

The PBA will name one employee to serve on a any College-wide ~~Safety~~ Committee dealing with safety or security.

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 12: Health and Safety
Section 12.6 Event Staffing**

Current Language

12.6 Event Staffing

The College and the PBA agree that certain special events on campus may require outside security personnel in addition to members of the New College Police Department. In particular, Palm Court Parties, which are held on campus at least three (3) times per year, pose a particular challenge in providing safety and security for the venue. The College and the PBA agree that additional outside security shall be hired to staff these events. The parties further agree that they will meet, within in a reasonable time period after an event, to address issues, if any, that pertain to the quality and/or effectiveness of outside security personnel. The parties also agree that if it is believed that events other than the Palm Court Parties warrant hiring outside security personnel, they will, upon the request of either party, meet and confer about the specific security needs. Final decisions on all matters pertaining to this section shall be determined by the College.

Tentative Agreement (07/11/23)

12.6 Event Staffing

The College and the PBA agree that certain special events on campus may require outside security personnel in addition to members of the New College Police Department. ~~In particular, Palm Court Parties, which are held on campus at least three (3) times per year, pose a particular challenge in providing safety and security for the venue.~~ The College and the PBA agree that additional outside security ~~shall~~ **may** be hired to staff these events. The parties further agree that they will meet, within in a reasonable time period after an event, to address issues, if any, that pertain to the quality and/or effectiveness of outside security personnel. The parties also agree that if it is believed that events ~~other than the Palm Court Parties~~ warrant hiring outside security personnel, they will, upon the request of either party, meet and confer about the specific security needs. Final decisions on all matters pertaining to this section shall be determined by the College.

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 20: Uniforms and Equipment
Section 20.2 Uniform Accessories and Equipment Minimum Requirements

Current Language

20.2 Uniform Accessories and Equipment Minimum Requirements

The following are the minimum requirements for uniform accessories and equipment:

- A. Duty belt with appropriate equipment;
- B. Firearm retention holster;
- C. Three (3) magazines and firearm; and
- D. Intermediate weapons.

Tentative Agreement (07/11/23)

20.2 Uniform Accessories and Equipment Minimum Requirements

The following are the minimum requirements for uniform accessories and equipment:

- A. Duty belt with appropriate equipment;
- B. Firearm retention holster;

C. Taser;

D. Body Camera:

- ~~C.~~ E. Three (3) magazines and firearm; and
- ~~D.~~ F. Intermediate weapons.

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 21: Emergency Expenses
Section 21.2 Emergency Recall

Current Language

No current language.

Tentative Agreement (07/11/23)

21.2 Emergency Duty

An emergency duty situation occurs when employees are ordered to return to or remain at work for more than 16 hours. In an emergency duty situation, the College shall ensure, to the best of its ability, that employees are equipped to perform their duties throughout the emergency. The College will make reasonable efforts to provide safe and secure lodging and provisions for those employees throughout the emergency, including but not limited to sleeping arrangements such as a cot, access to food and water, access to a generator, internet access, and electricity.

The College will store all items in known accessible locations until they are needed in an emergency duty situation.

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 22: Wages

Current Language

22.1 COMPETITIVE PAY ADJUSTMENT

- A. For Fiscal Year 2021-2022, current bargaining unit members will receive a 2.0% competitive base pay adjustment to their regular base rate of pay, excluding any temporary special pay increases.
- B. The competitive base pay adjustment will be effective August 8, 2021.
- C. The minimum starting base rate of pay for new employees will be raised to \$22.01 per hour.
- D. In addition, all eligible employees hired before July 1, 2021, will received a \$2,000 one-time, non-recurring lump sum bonus. Bonus will be paid on April 8, 2022.

Eligible employee refers to all regular employees who:

- 1. Have been continuously employed through March 19, 2022,
- 2. Do not have a current performance evaluation on file with a marginal or unsatisfactory rating,
- 3. Have not resigned their position with or without notice or have not received a notice of adverse action to terminate employment for cause prior April 2, 2022.
- 4. Any employee who still may be in their probationary period will not be eligible to receive the one-time lump sum bonus until successful completion of the probationary period.

22.2 SALARY INCREASE UPON PROMOTION

An employee promoted pursuant to Article 9 shall receive an increase of at least 10% of the employee's regular base rate of pay, excluding any temporary special pay increases, as of the day prior to the effective date of the promotion.

22.3 ADDITIVES FOR SPECIAL ASSIGNMENTS

The College shall provide salary additives to employees selected for special assignments requiring class or certification. Prior to implementing such additives, the College shall provide the PBA with the policy, including criteria for such additives. The following additional compensation schedule will apply, up to a maximum of three special assignments:

- A. Field Training Officer, add \$1.20 to base hourly rate
- B. FDLE Liability Instructor, add \$1.20 to base hourly rate
- C. Evidence and Property, add \$0.72 to base hourly rate
- D. Special Teams, add \$0.72 to base hourly rate
- E. Critical Incident Response Team, add \$0.72 to base hourly rate
- F. Peer Support, add \$0.72 to base hourly rate
- G. Training/Follow-up Officer, add \$1.20 to base hourly rate
- H. Fleet Management Coordinator, add \$0.72 to base hourly rate

The PBA may consult with the College under Article 4.3 prior to the implementation of the additives.

Tentative Agreement (07/11/23)

For Fiscal Year 2022-2023, the College will implement wage increases in accordance with the following provisions:

Compression Adjustment and Base Hourly Wage Rate Increase

Cori Coser, PBA

Date

Erika Worthy, NCF

Date

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 22: Wages

A. Effective July 10, 2022, each eligible Employee shall receive a compression adjustment and then a 5.25% increase to base hourly wage rate. A base hourly rate is the Employee's rate of pay before the addition of wage additives.

Increases will be reflected in the September 8, 2023, paycheck. Retroactive pay will be calculated and paid no later than the paycheck dated October 20, 2023.

B. To receive the compression adjustment and base hourly wage rate increase authorized by this section, the Employee must have been a regular employee before July 1, 2023, and must be continuously employed by the College through September 2, 2023.

C. Eligible employee refers to an Employee who is, at minimum, meeting the Employee's required performance standards (effective rating).

D. The minimum starting base hourly wage rate for new Employees will be raised to \$23.54 per hour effective August 20, 2023. Employees hired between July 1, 2022, and July 1, 2023, will be moved to the new minimum effective their date of hire.

22.2 SALARY INCREASE UPON PROMOTION

An employee promoted pursuant to Article 9 shall receive an increase of at least 10% of the employee's regular base rate of pay, excluding any temporary special pay increases, as of the day prior to the effective date of the promotion.

22.3 ADDITIVES FOR SPECIAL ASSIGNMENTS

The College shall provide **wage salary** additives to employees selected for special assignments requiring class or certification. Prior to implementing such additives, the College shall provide the PBA with the policy, including criteria for such additives. The following additional compensation schedule will apply, up to a maximum of three special assignments:

- A. Field Training Officer, add \$1.20 to base hourly rate
- B. FDLE Liability Instructor, add \$1.20 to base hourly rate
- C. Evidence and Property, add \$0.72 to base hourly rate
- D. Special Teams, add \$0.72 to base hourly rate
- E. Critical Incident Response Team, add \$0.72 to base hourly rate
- F. Peer Support, add \$0.72 to base hourly rate
- G. Training/Follow-up Officer, add \$1.20 to base hourly rate
- H. Fleet Management Coordinator, add \$0.72 to base hourly rate

The PBA may consult with the College under Article 4.3 prior to the implementation of the additives.

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 23: Benefits
Section 23.6 Tuition Remission

Current Language

No current language.

Tentative Agreement (07/11/23)

23.6 Tuition Remission

New College agrees to provide tuition remission to dependent children of New College of Florida employees.

1) Dependent children of full-time, regular status employees (including shared position employees) who have completed two years of continuous service by September 1 of the current academic year are eligible.

2) "Dependent children" include natural and legally adopted children, provided that financial dependence on parents can be demonstrated; dependents meeting the requirements set forth by the Internal Revenue Service will qualify.

3) Only in-state tuition will be remitted. Fees, housing, and other costs of attendance will not be remitted.

4) Dependents must meet the admission standards of New College of Florida, and must be admitted to qualify for tuition remission.

5) Continuation of tuition remission is contingent upon remaining in good academic standing.

6) Dependent children lose their eligibility if a Student Code of Conduct violation results in their expulsion, suspension, expulsion from residence halls, or involuntary withdrawal.

7) Continuation of participation in the following circumstances will be reviewed on a case by case basis by Human Resources, with an appeal to the Chief Human Resources Officer:

a) Employee is no longer employed at New College in a full (or shared position) regular status position, excluding retirement and death.

b) Employee is on long term-disability or medical leave.

c) Student is unable to continue due to illness

Dependent children of employees who are continuously enrolled will continue to receive tuition remission up through the point that they complete 8 semesters.

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 23: Benefits
Section 23.7 Holidays

Current Language

No current language.

Tentative Agreement (07/11/23)

23.7 Holidays

Effective June 1, 2023, the following days of the year are established as paid holidays:

- **New Year's Day (January 1)**
- **Martin Luther King's Birthday (Third Monday in January)**
- **Washington's Birthday (Third Monday in February) (NEW)**
- **Memorial Day (Last Monday in May)**
- **Juneteenth National Independence Day (June 19) (NEW)**
- **Independence Day (July 4)**
- **Labor Day (First Monday in September)**
- **Columbus Day (Second Monday in October) (NEW)**
- **Veteran's Day (November 11)**
- **Thanksgiving Day (Fourth Thursday in November)**
- **Friday after Thanksgiving**
- **Christmas Day (December 25)**

Winter Break-At the discretion of the College's Board of Trustee's, work days between Christmas and New Year's Day and certain other work days may be established as paid holidays.

If the holiday falls on Saturday, the holiday is observed on Friday. If the holiday falls on Sunday, the holiday is observed on Monday.

Employees will earn special compensatory leave for all hours worked during a College observed holiday or the equivalent of the normal shift hours when the College observed holiday falls on a regularly scheduled day off.

For the June 19, 2023, holiday employees covered by this Agreement will receive 12 hours of special compensatory leave after full ratification by both parties.

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2023-2023 Proposals and Responses
Article 24: Seniority
Section 24.4 Vacation and Holiday Leave

Current Language

24.4 VACATION AND HOLIDAY LEAVE

A. Where practicable, leave of forty (40) continuous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision, nothing shall preclude the College from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

B. An annual leave calendar will be prepared for circulation to all filled positions within the bargaining unit. The calendar's circulation will flow in accordance with bargaining unit seniority. The calendar will be distributed early enough to insure picks are posted by December 31 of the current year.

Tentative Agreement (07/11/23)

24.4 VACATION AND HOLIDAY LEAVE REQUESTS AND SCHEDULING

A. Where practicable, leave of forty (40) continuous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision, nothing shall preclude the College from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

B. An annual leave calendar will be prepared for circulation to all filled positions within the bargaining unit. The calendar's circulation will flow in accordance with bargaining unit seniority. The calendar will be distributed early enough to ensure ~~insure~~ picks are posted by December 31 of the current year.

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2025 Proposals and Responses
Article 24: Seniority
Section 24.5 Bereavement Leave**

Current Language

24 Seniority

24.5 Bereavement Leave

An employee upon request shall be granted up to three (3) days of authorized bereavement leave with pay upon the death of a member of his or her immediate family; however, where the employee must travel out of the state of Florida, upon request, the employee shall be granted five (5) days of authorized bereavement leave with pay.

A. Immediate family is defined to include spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, nephew or domestic partners.

B. A copy of an obituary, worship bulletin or certificate of death may be required in order to approve the Bereavement Leave.

Tentative Agreement (07/11/23)

16 Leave

16.4 Bereavement Leave

An employee upon request shall be granted up to ~~three (3)~~ **five (5)** days of authorized bereavement leave with pay upon the death of a member of his or her immediate family; ~~however, where the employee must travel out of the state of Florida, upon request, the employee shall be granted five (5) days of authorized bereavement leave with pay.~~ **Death must have occurred while the employee is employed by New College. Exceptions to this Section may be granted upon discussion with Human Resources.**

A. Immediate family is defined to include spouse **or domestic partner, and their** parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, **or** nephew ~~or domestic partners~~.

B. A copy of an obituary, worship bulletin or certificate of death may be required in order to approve the Bereavement Leave.

NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023
Article 26: Replacement of Personal Property
Section 26.2 Specific Reimbursement Allowances and Approvals

Current Language

26.2 SPECIFIC REIMBURSEMENT ALLOWANCES AND APPROVALS

A. Upon proper documentation by the employee of the amount expended, the College shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75;
2. Prescription eye wear - \$500 (including any required examination);
3. Other Items - The Chief Administrative Officer shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Total allowable per incident - \$800

B. Such reimbursement shall be with the approval of the Chief Administrative Officer. Approval shall not be unreasonably withheld.

Tentative Agreement (07/11/23)

26.2 SPECIFIC REIMBURSEMENT ~~ALLOWANCES AND~~ APPROVALS

A. Upon proper documentation by the employee of the amount expended, the College shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75;
2. Prescription eye wear - \$500 (including any required examination);
3. Other Items - The Chief ~~of Police Administrative Officer~~ shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Total allowable per incident - \$800

B. Such reimbursement shall be ~~upon~~ **with** the approval of the ~~Chief of Police Administrative Officer~~. Approval shall not be unreasonably withheld.

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Article 32: Duration**

Current Language

32.1

This Agreement shall be effective on the date it is ratified by both parties and shall remain in full force and effect through the thirtieth day of June 2022, with the exception that the following shall be subject to annual renegotiation:

- A. Wages (Article 22); and
- B. Two (2) additional articles may be chosen by each party.

32.2

Negotiations for a successor Agreement shall begin before January 30, 2022 for a complete three-year (2022-2025) collective bargaining agreement. In the event that the College and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

Tentative Agreement (07/11/23)

32.1

This Agreement shall be effective on the date it is ratified by both parties and shall remain in full force and effect through the thirtieth day of June ~~2022~~ **2025**, with the exception that the following shall be subject to annual renegotiation:

- A. Wages (Article 22); and
- B. Two (2) additional articles may be chosen by each party.

C. The parties may agree to include additional articles and subjects in their renegotiations.

32.2

Negotiations for a successor Agreement shall begin before January 30, ~~2022~~ **2025** for a complete three-year ~~(2022-2025)~~ **(2025-2028)** collective bargaining agreement. **The College and the PBA shall make reasonable and good faith efforts to meet at least two (2) times per month until a successor Agreement is secured.** In the event that the College and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

**NCF/PBA Collective Bargaining Contract 2022-2025
Fiscal Year 2022-2023 Proposals and Responses
Housekeeping**

Additional housekeeping items

Tentative Agreement (07/11/23):

NCF proposes to correct miscellaneous typographical, punctuation, and grammatical errors; to update titles including Chief Human Resources Officer; and substitute “the employee” or “their” (or equivalent) for “his/her” (words appear about 20 times in current contract).

Cori Coser, PBA

Date

Erika Worthy, NCF

Date