

New College of Florida Board of Trustees
Thursday, February 22, 2024 from 3:00 p.m. – 5:00 p.m. EST
Sudakoff Conference Center
5845 General Dougher PI
Sarasota, FL 34243

Virtual viewing link: <https://www.youtube.com/@NewCollegeofFL>

Meeting Agenda

1. **Pledge of Alliance**
2. **Call to Order**
 - Roll Call, Establish Quorum, Confirm Public Notice of Meeting
3. **Call for Public Comment**
4. **Consent Agenda**

ACTION ITEMS

- Approve Minutes for the December 11, 2023 BOT Meeting
- Approval of Regulation Amendment – 3-1003 Waiver of Tuition and Fees
- Approval of Regulation Amendment – 3-1010 Procurement Services
- Approval of Regulation Amendment – 6-1001 Student Governance
- Approval of Regulation Amendment – 3-5101 Campus Master Plan
- Approve 2023 Performance Based Funding Audit
- Approve Audit and Compliance Committee Charter
- Academic, Student, and External Affairs Committee
 - Approval of New College of Florida’s 2023-24 Student Success Plan Monitoring Report

BOARD MOTION: APPROVAL OF CONSENT AGENDA ACTION ITEMS

5. **President’s Report** – Richard Corcoran, *President*
6. **Legal Updates** – Bill Galvano, *General Counsel*
7. **Sarasota-Manatee Airport Authority Agreement** – Bill Galvano, *General Counsel*
 - Approval of Sarasota-Manatee Airport Authority Agreement
8. **9 Acre Manatee County Parcel** – Bill Galvano, *General Counsel*
 - Approval of Manatee County Donation Agreement
9. **New Academic Degree Program at New College: Master’s in Marine Mammal Science**
 - Approval of Master’s in Marine Mammal Science Program
10. **Approval of New College of Florida 2024-2025 Undergraduate Academic Calendar**
 - Approval of 2024-2025 Undergraduate Academic Calendar
11. **Budget Update** – Ron Christaldi, *Vice Chair and Chair of Finance & Administration Committee*

12. New Business

13. Adjournment

New College of Florida Board of Trustees
Via Zoom
Draft Minutes for December 11, 2023

Call to Order

The meeting was called to order at 4:03 p.m. and a quorum was established.

Trustees Present: Debra A. Jenks (Chair), Ron Christaldi (Vice Chair), Mark Bauerlein, Lance Karp, Grace Keenan, Charles Kesler, Sarah Mackie, Christopher Rufo, Amy Reid, Don Patterson, and Matthew Spalding. Not present: Ryan Anderson and Joe Jacquot

Acknowledgment of Notice of Meeting

Chief of Staff 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, Eliana Salzhauer, Juliana Paré-Blagoev, Jono Miller, Robin Williams, Betsy Braden.

Consent Agenda

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

ACTION ITEMS

- Approve Minutes for the November 6, 2023 BOT Meeting
- Approve Minutes for the October 20, 2023 BOT Meeting
- Approval of incoming New College of Florida Foundation, Inc Board of Director

INFORMATIONAL ITEM

- Board of Trustees Committee Assignments

A motion to approve the consent agenda was made by Trustee Karp, seconded by Trustee Spalding and was approved by voice unanimously.

President's Report

President Richard Corcoran shared his remarks.

Karl Bernhard of Sweet Sparkman Architecture presented the winning design for the Reimagining Pei Challenge.

Student Housing

Chair Jenks requested David Rancourt, Vice President of Enrollment Management & Students Services to present the student housing contract.

Questions and a discussion ensued. Trustee Reid raised questions regarding the length of the contract and the funding for the housing.

Chair Jenks called for a motion to authorize New College of Florida President to enter into a student housing contract for Spring 2024, was moved by Vice Chair Christaldi, seconded by Trustee Spalding, and approved with Trustees Bauerlein, Karp, Keenan, Kesler, Mackie, Patterson, Rufo, Spalding, Jenks, and Christaldi voting yes and Reid voting no.

Sarasota Bradenton International Airport Agreement

Chair Jenks requested Bill Galvano, General Counsel to present the proposed purchase and sale of the Sarasota Bradenton International Airport property currently leased by NCF.

Trustee Christaldi disclosed to Counsel Galvano that Sarasota Airport has been a client of his firm in the past.

Questions and a discussion ensued.

Airport CEO, Rick Piccolo, addressed the Board in support of the proposed purchase and sale.

Chair Jenks called for a motion to approve the Initial Terms for the purchase of the Sarasota Bradenton International Airport property by New College of Florida for the purchase price of \$11.5 million. It was moved by Vice Chair Christaldi, seconded by Trustee Bauerlein and approved with Trustees Bauerlein, Karp, Keenan Kessler, Mackie, Patterson, Reid, Rufo, Spalding, Jenks, and Christaldi voting yes.

Update on 9 Acre Manatee Parcel

Chair Jenks requested Bill Galvano, General Counsel to present the update on the 9 Acre Manatee Parcel. Counsel Galvano advised that the formal agreements were under legal review by Manatee County.

Update on Classical Online Liberal Arts Degree

Chair Jenks requested Brad Thiessen, Vice President of Academic Affairs and Provost and Nathan Allen, Vice President of Communications & Special Projects to present the update on Classical Online Liberal Arts Degree.

New Business

General Counsel Bill Galvano stated that a shade meeting was no longer needed. Chair Jenks called upon him to share some legal updates. Counsel Galvano provided updates to the Board on several ongoing cases.

Adjournment

There being no other business, the meeting was adjourned at 5:29 p.m.

Respectfully submitted,

Christie Fitz-Patrick
Chief of Staff/BOT Liaison

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Revised Regulation 3-1003 *Waiver of Tuition and Fees*

PROPOSED BOARD ACTION

Consider approval of amendments to New College of Florida *Regulation 3-1003 Waiver of Tuition and Fees*

BACKGROUND INFORMATION

Amending NCF's Waiver of Tuition and Fees Regulation to include discretionary waiver of out-of-state fees for a student who is an intercollegiate athlete receiving an athletic scholarship in accordance with Board of Governors' Regulation 7.008.

Supporting Documentation Included: Notice of Proposed Regulation Development Regulation 3-1003

NOTICE OF PROPOSED REGULATION DEVELOPMENT
The New College of Florida Board of Trustees

Date: December 11, 2023

REGULATION CHAPTER NUMBER:

Chapter 3 – Administrative Affairs

REGULATION NUMBER AND TITLE:

3-1003: Assessment, Payment, Refund, Cancellation of Registration for Nonpayment, and Waiver of Tuition and Fees

AUTHORITY: BOG Regulations 1.001 and 7.008.

SUMMARY OF PROPOSED REGULATION AMENDMENT:

3-1003: Amending NCF’s Waiver of Tuition and Fees Regulation to include discretionary waiver of out-of-state fees for a student who is an intercollegiate athlete receiving an athletic scholarship in accordance with Board of Governors’ Regulation 7.008.

TEXT OF PROPOSED REGULATIONS:

The full text of the proposed regulation is set out following this notice.

NEW COLLEGE OFFICIAL INITIATING THE REGULATION:

Dr. Bradley Thiessen, Provost and Vice President for Academic Affairs

PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, generalcounsel@ncf.edu. Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA
REGULATIONS MANUAL**

CHAPTER 3 – Administrative Affairs

3-1003 Assessment, Payment, Refund, Cancellation of Registration for Nonpayment, and Waiver of Tuition and Fees

- (1) Assessment of Tuition and Fees. Tuition and fees shall be assessed in accordance with State of Florida Board of Governors Regulation 7.002.
- (a) Registration Procedures – In order to register:
1. The student must supply all information and satisfy all conditions of eligibility required by New College of Florida.
 2. The student must pay all assessed tuition and fees or arrange payment agreement to include satisfaction of all amounts due and delinquent to the College.
- (b) Registration Periods – These periods are defined in the New College of Florida catalogs and other College publications. A student who initiates registration after an applicable registration period shall incur a \$50.00 late registration fee. Registration may be initiated, on an exceptional basis, after the end of a late registration period if:
1. Requested by the student;
 2. Justified by extraordinary circumstances including, but not limited to, administrative error; and
 3. Approved by the President or President's designee.
- (c) Academic Contract Submission Period – The Academic Contract Submission Period shall begin on the first day of classes for the term and end as specified in the Undergraduate Academic Calendar, but not later than the tenth day of classes. An academic contract may be accepted on an exceptional basis after the end of the Academic Contract Submission Period if:
1. Requested by the student in the form of a petition to the Provost or the Provost's designee;
 2. Justified by extraordinary circumstances including, but not limited to, administrative error; and
 3. Approved by the Provost or the Provost's designee.
- (d) Tuition and Fee Liability –
1. Tuition and fees for the term shall be based on the academic contract and independent study projects remaining on the record at the close of the Academic Contract Submission Period.
 2. No tuition and fees shall be assessed, and no credit shall be awarded, for an academic contract or independent study project dropped during the Academic Contract Submission Period.

3. If a student adds an independent study project on an exceptional basis, tuition and fees for the added independent study project shall be assessed.
- (2) Payment of Tuition and Fees. Tuition and fees must be paid by the end of the academic contract submission to avoid assessment of a \$100.00 late payment fee unless appropriate arrangements for payment of tuition and fees have been made in accordance with this policy, i.e., installment payment and deferment respectively. Failure to satisfy this requirement will result in cancellation of the academic contract and independent study project. Payment of tuition and fees may be made in person during scheduled office hours published in the New College of Florida Catalog and other College publications for each term, or utilizing the College's online payment gateway within the portal. Payments that are made by mail must be received by the College by the respective tuition payment deadline listed in the academic calendar in order to be considered timely paid.
- (a) Payment of Tuition and Fees in Installments. When a student experiences an unexpected financial hardship that makes it impossible to make full payment of assessed tuition and fees by the payment deadline, the student may request approval to pay in installments. Approval of this request will require the payment of at least 50% of the tuition and fee liability and the execution of a promissory note by the end of the late registration period. The remaining amount shall be paid no later than the beginning of the second half of the academic term.
 - (b) Deferred Payment of Tuition and Fees.
 1. Recipients of VA Education Benefits – Upon application by the student, the President or President's designee may award to eligible VA education benefit recipients one 60-day payment deferment each academic year.
 2. Delay of Financial Aid – Students who have completed and submitted the required documents for financial aid by the last day of the late registration period for the term and who appear to be eligible for financial aid, may request a tuition and fees deferment contract.
 3. Third Party Agreements – Tuition and fees will be deferred for any student when a third party has agreed in writing to pay them. The written agreement must identify the student, the third party and billing address and amount(s) to be paid.
 - (c) Reinstatement of a Student's Cancelled Academic Contract or Independent Study Project. A student whose academic contract or independent study project has been cancelled for financial reasons may request reinstatement through the fourth week of classes. Upon approval for reinstatement, tuition and fees, the late registration fee, if applicable, the late payment fee and other debts owed the College must be paid in full by cash, money order, or cashier's check before reinstatement will be effected. After the fourth week of classes, a request for reinstatement must be made to the Provost or the Provost's designee. Approval will be granted only when extraordinary circumstances warrant such approval.
- (3) Refund of Tuition and Fee Payment. The College authorizes certain refunds of tuition and fees, less deductions for unpaid debts to the College. The late registration fee and late payment fee are nonrefundable fees.

- (a) 100% of the applicable tuition and fees will be refunded if the student cancels an academic contract or drops an independent study project or causes his/her enrollment at the College to be terminated by the Office of the Registrar prior to the end of the late registration period and submits a completed Refund Request Form.
 - (b) 25% of tuition and fees, less capital improvement fees, will be refunded if the student cancels an educational contract or drops an independent study project or causes his/her enrollment at the College to be terminated by the Office of the Registrar prior to the end of the fourth week of classes, or at an appropriate time as designated by the College for summer sessions, and submits a completed refund request.
 - (c) 100% of tuition and fees will be refunded when a student withdraws or cancels an academic contract or drops an independent study project due to circumstances determined by the Office of the Registrar to be exceptional and beyond the control of the student. Determination will be based on review of a completed written refund request submitted by the student to the Office of the Registrar. These circumstances include but are not limited to:
 - 1. Death of the student or death in the immediate family (parent, spouse, child, or sibling),
 - 2. Orders for active military duty in accordance with Board of Governors Regulation 6.013, or
 - 3. A situation in which the College is in error.
 - (d) Written request for refund must be presented to the Office of the Registrar within six (6) months of the close of the term to which the refund is applicable.
 - (e) Pursuant to Public Law 102-325, the Higher Education Amendments of 1992, students attending the College for the first time who withdraw are entitled to a pro rata refund of tuition, fees, room and board.
 - (f) A student, who receives financial aid and subsequently changes the enrollment status that results in a refund in accordance with this section, will have the appropriate share of the refund returned to the College's financial aid programs in accordance with the Financial Aid Policy on Refunds and Repayments.
- (4) Cancellation of Registration for Nonpayment of Tuition and Fees and Returned Checks in Payment of Tuition and Fees. Reasons for Cancellation:
- (a) Current Term – A student's current term registration may be cancelled for nonpayment of tuition and fees and for returned checks in payment of tuition and fees, if financial aid or VA education benefits were not received for the term.
 - (b) The Office of the Registrar will attempt to notify students by certified mail of possible registration cancellation for nonpayment of tuition and fees and for returned checks in payment of tuition and fees. This notification must include the specific reason for proposed cancellation and the deadline for payment

before cancellation will be made. In addition, the notice of possible cancellation must inform the student that cancellation of registration will result in his/her record appearing as if he/she had never attended the College during that term and that he/she will receive no credit for the educational activities engaged in during that term. Notice should be sent to the student's last known address.

(5) Exemption and Waiver of Tuition and Fees

(a) The following categories of tuition and fee exemptions and waivers are established pursuant to Florida Statute and are considered mandatory, subject to documentation and to guidance and limitations in accordance with Florida Board of Governors Regulation 7.008:

1. Deceased Law Enforcement, Correctional, or Correctional Probation Officers Employed by the State of Florida or Political Subdivision thereof – waiver of certain educational expenses that the child or spouse of the deceased officer incurs while obtaining an undergraduate education or a postgraduate education if a law enforcement, correctional, or correctional probation officer is accidentally killed or receives accidental bodily injury which results in the loss of the officer's life while engaged in the performance of the officer's law enforcement duties on or after June 22, 1990, or is unlawfully and intentionally killed or dies as a result of such unlawful and intentional act on or after July 1, 1980, while the officer was employed by a political subdivision of the state.
2. Deceased Firefighters Employed by the State of Florida or a Political Subdivision thereof – waiver of certain educational expenses that the child or spouse of the deceased firefighter incurs while obtaining an undergraduate education or a postgraduate education if a firefighter is accidentally killed or receives accidental bodily injury which results in the loss of the firefighter's life while engaged in the performance of the firefighter's duties on or after June 22, 1990, or is unlawfully and intentionally killed or dies as a result of such unlawful and intentional act on or after July 1, 1980, while the firefighter was employed by a political subdivision of the state.
3. Deceased Emergency Medical technician or Paramedic Employed by the State of Florida or Political Subdivision thereof – waiver of certain educational expenses that the child or spouse of a deceased emergency medical technician or paramedic incurs while obtaining an undergraduate education or postgraduate education if an emergency medical technician or paramedic is accidentally killed or receives an accidental bodily injury that subsequently results in the loss of the emergency medical technician's or paramedic's life while engaged in the performance of his or her duties on or after July 1, 2019.
4. Deceased Teacher or School Administrator Employed by a Florida District school Board – waiver of certain educational expenses that the child of the deceased teacher or school administrator incurs while obtaining an undergraduate education or a postgraduate education if the teacher or school administrator is killed or is injured and dies as a result of an unlawful and intentional act, provided such killing or injury inflicted by another person and the motivation for the act is related in whole or part to the fact that the individual is a teacher or school administrator, or such act is inflicted while he or she is engaged in the performance of teaching duties or school administration duties while employed by a Florida district school board.
5. Deceased Active Duty Member of the United State Armed Forces – waiver of certain educational expenses that the child or spouse of the deceased active duty United States Armed Forces member incurs while obtaining an undergraduate education or a postgraduate education if a member is killed or receives bodily injury while on active

duty which results in the loss of the member's life, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted. Members of the Florida National Guard who are killed, or who die as the result of injuries incurred, while on active duty qualify for educational benefits as a member of the United States Armed Forces as provided in this subsection.

6. Wrongfully Incarcerated – waiver of tuition and associated fees. A wrongfully incarcerated person is someone who has had a felony conviction and sentence vacated by a court and the original sentencing court has issued its order finding that the person neither committed the act, nor did not aid, abet or act as an accomplice or accessory to the act or offense.
7. Acceleration – exemption from the payment of registration, tuition, and laboratory fees, for any student who chooses to participate in dual enrollment programs and who meets eligibility requirements in accordance with Board of Governors Regulation 6.006 and university policy. Early admission is a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree.
8. Florida Department of Children and Families – exemption from the payment of tuition and associated fees, including lab fees, for any student who is or was at the time he or she reached the age of 18 in the custody of the Department of Children and Families or a relative or nonrelative under section 39.5085, Florida Statutes; who was adopted from the Department of Children and Families after May 5, 1997; or after spending at least six (6) months in the custody of the Department of Children and Families after reaching 16 years of age. Additionally, material and supply fees and fees associated with enrollment in career-preparatory instruction shall be exempted.
9. Homeless – waiver of tuition and associated fees for any student who lacks a fixed, regular, and adequate nighttime residence, excluding university housing, or whose primary nighttime residence is a public or private shelter designed to provide temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
10. Child Protection and Child Welfare Personnel – exemption from the payment of tuition and fees for employees as defined in section 402.403, Florida Statutes, who are enrolled in an accredited master's degree in social work or a certificate program.
11. School Psychology Training Program – waiver of tuition and associated fees for internship credit hours applicable to an internship in the public school system under the supervision of the Florida Department of Education certified school psychologist employed by the school system for any graduate student.
12. Purple Heart Recipients – waiver of undergraduate tuition and associated fees for each recipient of a Purple Heart, or another combat decoration superior in precedence which was awarded for valor, and who:
 - (a) Is enrolled as a full-time, part-time, or summer-school student in an undergraduate program that terminates in a degree or certificate;
 - (b) Is currently, or was at the time of the military action that resulted in the awarding of the Purple Heart or other combat decoration superior in precedence, a resident of this state; and

- (c) Submits to the university the DD-214 form issued at the time of separation from service as documentation that the student has received a Purple Heart or another combat decoration superior in precedence.
13. Non-resident Waiver – waiver of out-of-state fees, including the out-of-state financial aid fee, for students, including, but not limited to, students who are undocumented for federal immigration purposes, who meet the following conditions:
 - a) attended a secondary school in this state for three (3) consecutive years immediately before graduating from a high school in this state;
 - b) apply for enrollment in an institution of higher education with 24 months after high school graduation; and
 - c) submit an official Florida high school transcript as evidence of attendance and graduation.
 14. Veterans –waiver of out-of-state fees for honorably discharged veterans of the United States Armed and Reserve Forces (Air Force, Army, Coast Guard, Marines, and Navy) and the National Guard (Army and Air) who physically reside in Florida while enrolled at a university. Persons who are entitled to and uses educational assistance provided by the United States Department of Veterans Affairs also qualify for this waiver if they physically reside in Florida while enrolled at the university in any term beginning after July 1, 2015. Tuition and fees charged to a veteran or person who qualifies for the out-of state fee waiver under this subsection may not exceed the tuition and fees charged a resident student enrolled in the same course.
 15. Active Duty – waiver of out-of-state fees for a person who is an active duty member of the Armed Forces of the United States residing or stationed outside of the state. Tuition and fees charged to a student who qualifies for the out-of-state fee waiver may not exceed the tuition and fees charged to a resident student.
 16. Veterans, Active Duty, Spouses and Dependents – waiver of the transcript fee for a person who is an active duty member or an honorably discharged veteran of the United States Armed Forces and his or her spouse and dependents.
 17. Online Free Seat Program – for a limited number of students who are residents for tuition purposes under s.1009.21, F.S., waiver of the tuition and fees for one online course for eligible veterans, active duty members of the United States Armed Forces, active drilling members of the Florida National Guard, and nontraditional students who enroll in an online baccalaureate degree program at a state university.
 18. Programs of Strategic Emphasis Waiver – for every course in a Program of Strategic Emphasis in which a student is enrolled, a waiver of 100 percent of the tuition and fees for an equivalent course in such program for a student who is a resident for tuition purposes under s. 1009.21, F.S.; has earned at least 60 semester credit hours towards a baccalaureate degree within two academic years after initial enrollment at a Florida public postsecondary institution; and enrolls in one of eight Programs of Strategic Emphasis as adopted by the Board of Governors.
 19. Waiver for Resident Grandparent – For a limited number of students, waiver of the out of-state fee for a student who has a grandparent who is a legal resident as defined in s. 1009.21(1), F.S.; earns a high school diploma comparable to a Florida standard high school diploma, or its equivalent, or completes a home education program; and achieves the score requirements for this waiver on the SAT or ACT, or the Classic Learning Test if the University accepts this for admission purposes.

20. Welfare Transition Program – exemption from tuition and fees for any student enrolled in an employment and training program under the welfare transition program. The local workforce development board shall pay the state university for costs incurred for welfare transition program participants.
21. State Employees – waiver of tuition and fees for state employees, subject to approval by an employee’s agency head or the equivalent, to enroll in up to six credit hours of courses per term on a space-available basis. This does not include persons employed by a state university.

(b) The following general categories of tuition and fee exemptions and waivers are established pursuant to Florida Statute and are considered discretionary:

1. Florida Linkage Institutes – exemption for an international student by approved semester or annual application through the Florida Linkage Institute from the payment of out-of state fee and out-of-state financial aid fee
2. Waiver of the tuition differential for students who meet the eligibility requirements for the Florida public assistance grant.
3. Intern Supervisors – for persons who supervise interns for institutions within the State University System, one non-transferable certificate (basic fee waiver as defined in BOG Regulation 7.001) for each full academic term during which the person serves as an intern supervisor. The University shall maintain accurate data on Intern Participation Certificates and annually submit a report of certificate activity to the Board of Governors according to a prescribed format.
4. University Employees – for full-time university employees, enrollment in up to six 6 credit hours of tuition-free courses per term on a space available basis.
5. Florida residents 60 years of age or older – waiver of any or all application, tuition, and associated fees for persons 60 years of age or older who are residents of this state and who enroll to audit (not for credit) in courses being offered for college credit. This privilege may be granted only on a space-available basis, if such classes are not filled as of the close of registration.
6. Public School Classroom Teacher – waiver of tuition and fees for a classroom teacher who is employed full-time by a school district and who meets the academic requirements established by the University for up to six (6) credit hours per term on a space-available basis in undergraduate courses related to special education, mathematics or science approved by the Department of Education. The waiver may not be used for courses scheduled during the school district’s regular school day.
7. Sponsored Credit Courses and Programs – waiver of tuition, associated fees and material and supply fees for participants in sponsored credit courses and programs in accordance with Board of Governors Regulation 8.002 and pursuant to a regulation adopted by the university board of trustees under Board Regulation 7.008, and section 1009.26(9), Florida Statutes.
8. Non-resident students – for non-resident students who are non-degree seeking, a waiver of the out-of-state fee if the credit hours generated by such students are non-state fundable and the cost for the program of study is recovered from the fees charged to all students.
9. Admissions Deposit – waiver of the admissions enrollment deposit on the basis of financial hardship.
10. Intercollegiate Student Athletes – waiver of out-of-state fees for a student who is

an intercollegiate athlete receiving an athletic scholarship.

- (c) The College Board of Trustees delegates to the President or his/her designee all authority to waive tuition and fees based on additional criteria for purposes that enhance and support the strategic goals of the College.
- (d) The amount of tuition waivers shall not exceed the total amount of waivers authorized by the College Board of Trustees in the College Budget.
- (e) The College will report the purpose, number and value of all fee waivers granted annually in a format prescribed by the Board of Governors.

Authority: Article IX, Sec. 7, Fla. Constitution; Fla. Stat. Chapter 1009; Fla. Board of Governors Regulations 1.001, 6.013, 7.001, 7.002, and 7.008

History: Adopted 01-28-04; Revised and renumbered 03-24-05; Revised 05-31-14, 10-29-16, 01-11-22

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Revised Regulation 3-1010: *Procurement Services*

PROPOSED BOARD ACTION

Consider approval of amendments to New College of Florida *Regulation 3-1010: Procurement Services*

BACKGROUND INFORMATION

NCF Procurement Services Regulation is being amended to increase the competitive solicitation thresholds from \$75,000 to \$150,000 in accordance with Board of Governors' Regulation 18.001.

Supporting Documentation Included: Notice of Proposed Regulation Development Regulation 3-1010

NOTICE OF PROPOSED REGULATION DEVELOPMENT
The New College of Florida Board of Trustees

Date: December 11, 2023

REGULATION CHAPTER NUMBER:

Chapter 3 – Administrative Affairs

REGULATION NUMBER AND TITLE:

3-1010: Procurement Services

AUTHORITY: BOG Regulations 1.001 and 18.001.

SUMMARY OF PROPOSED REGULATION AMENDMENT:

3-1010: NCF Procurement Services Regulation is being amended to increase the competitive solicitation thresholds from \$75,000 to \$150,000 in accordance with Board of Governors' Regulation 18.001.

TEXT OF PROPOSED REGULATIONS:

The full text of the proposed regulation is set out following this notice.

NEW COLLEGE OFFICIAL INITIATING THE REGULATION:

Chris Kinsley, Vice President for Finance and Administration

PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, generalcounsel@ncf.edu. Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA
REGULATIONS MANUAL**

CHAPTER 3 – Administrative Affairs

3-1010 Procurement Services

By establishing this regulation, the NCF BOT intends for NCF to acquire quality goods and services within reasonable or required time frames, while promoting fair and open competition in the public procurement process. The process will reduce the appearance and opportunity for favoritism, ensure that contracts are awarded equitably and economically, and establish effective management oversight in the acquisition of commodities and contractual services in order to preserve the integrity of public purchasing and contracting. The opportunity to bid on NCF contracts is a privilege, not a right.

- (1) In order to support NCF’s mission, it is the responsibility of Procurement Services to acquire quality commodities and contractual services while promoting fair and open competition in the public procurement process. NCF purchasing officials shall be protected from improper pressures of external political or business interests.
- (2) Definitions
 - (a) Artistic Services. Services provided by an individual or group of individuals who profess and practice a skill in the area of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, web design, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio or tape and sound recording, or in any other related field.
 - (b) Change Orders. The document used by Procurement Services to change items, quantities, specifications, etc. on the purchase order, as needed or as requested by the initiating department as appropriate.
 - (c) Commodity. Any of the various supplies, materials, goods, merchandise, food, equipment, software, or other personal property, including a mobile home, trailer, or other portable structure, which are purchased, leased, lease-purchased, or otherwise contracted for by NCF. “Commodity” also includes interest on deferred-payment contracts entered into by NCF for the purchase of other commodities. Printing of publications shall be considered a commodity.
 - (d) Competitive Solicitation. An Invitation to Bid, Request for Proposal, or Invitation to Negotiate to competitively select a contractor/vendor. Competitive Solicitations are required for purchases exceeding \$150,000 or more, and for purchases of printing as specified in Chapter 287, Florida Statutes. The competitive solicitation documents shall contain all the legal terms and conditions necessary to protect NCF’s best interest in purchasing transactions.
 - (e) Contractor/Vendor. A person or firm who contracts to sell commodities or contractual services to NCF.
 - (f) Contractual Service. The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. “Contractual service” does not include labor or materials for the construction, renovation, repair, or demolition of facilities.

- (g) Extension. An increase in the time allowed for the contract period.
- (h) Independent Contractor. A person or firm who provides a service to NCF.
- (i) Invitation to Bid. A written solicitation for competitive bids for commodities, groups of commodities, or contractual services defined, for which bids are sought.
- (j) Invitation to Negotiate. A written solicitation to define the specifications, terms, and conditions of a contract for commodities or contractual services. Cost shall not be the sole consideration in the initial stages of negotiating.
- (k) Lease Agreements. The Lease Agreement form is a legal document approved for lease of off-campus space. The Director of Procurement Services handles execution of the agreement with the lessors.
- (l) Minority Business Enterprise. A business concern as defined in Chapter 288.703(3), Florida Statutes.
- (m) Property Items. Comprised of two categories, those that are capitalized (have a value of \$5,000 or more and a useful life of at least one year), and other property items that are not capitalized, but are tracked for insurance purposes.
- (n) Purchase. An acquisition of commodities, contractual services, or licenses obtained by purchase order or contract whether by rent, lease, installment- or lease-purchase or outright purchase.
- (o) Purchase for Resale. The purchase of commodities or contractual services acquired for the purpose of selling them for the benefit of NCF.
- (p) Purchase Orders. A document authorizing a vendor to deliver commodities or contract services with payment to be made at a later date. Purchase Orders are required for the acquisition of commodities and/or services. .
- (q) Procurement Services. The NCF department or division responsible for the acquisition of commodities and contractual services.
- (r) Renewal. Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew.
- (s) Requisitions. A written request for a purchase order to be issued. Requisitions are initiated by departments or divisions and submitted to the Director of Procurement Services for the purchase of commodities and/or services. Requisitions are also used for reimbursements and prepayments.
- (t) Request for Proposal. A written solicitation for competitive proposals for commodities or contractual services when the scope of work is not clearly defined.
- (u) Responsive and Qualified Bidder or Offeror. A contractor/vendor who has submitted a bid or proposal that conforms in all material respects to a competitive solicitation.

- (v) Sole Source Certification. A Sole Source Certification request is initiated by a department for obtaining approval from the Procurement Services Department in order to acquire a commodity or service that is available from only one vendor.
- (w) Term Contract. An indefinite quantity contract for the purchase of commodities or contractual services during a prescribed period of time.
- (x) Tax Exemption Certificate. Consumer's Certificate of Exemption form utilized by the Director of Procurement Services as verification of NCF's State and Federal tax exemption status, pursuant to the sales and use tax law. This tax exemption is used for purchases solely from NCF funding.
- (y) Vendor Ombudsman. The position within the Finance Office whose responsibilities include, but are not limited to, review and recommendation for disposition of vendor complaints regarding NCF procurement functions.

(3) Delegation of Authority

- (a) Authority is delegated to the Director of Procurement Services to act as the central procurement officer for NCF and as designee for purposes of administering NCF's procurement process.
- (b) Authorization limits to approve and execute any single procurement contract for any commodities or contractual services in a single fiscal year which is expected to fall within the range of the below listed amounts are as follows:
 1. Up to and including the amount of \$250,000: the level at which signature by the Director of Procurement Services is required for acquisition.
 2. \$250,001-\$500,000: the level at which countersignature by the Vice President for Finance and Administration is required for acquisition.
 3. \$500,000 to \$1,000,000: the level at which countersignatures by the Vice President for Finance and Administration and the President are required for acquisition.
 4. In excess of \$1,000,000: the level at which approval of the NCF BOT is required for acquisition. The NCF BOT must also approve any single procurement for this threshold value made by the New College Foundation, the New College Development Corporation and any future Direct Support Organization that may be established by the College.
 5. Emergencies. In the event of a bona fide emergency, as declared by the Chair of the BOT, the Florida Board of Governors, or the Governor of the State of Florida.
- (c) For the purposes of this section, contracts are constructed to include, but not be limited to, agreements, purchase orders, change orders, licenses, lease-purchase agreements, leases, and contract extension and renewals.

(4) Procurement Services Department Duties and Responsibilities include, but are not limited to:

- (a) Removing any contractor from NCF's competitive vendor list that fails to fulfill any of its duties specified in a contract with NCF (or another State university) and to reinstate such contractor when satisfied that further instances of default will not occur.
- (b) Planning and coordinating purchases in volume and negotiating and executing agreements and contracts for commodities and contractual services under which NCF has the option to make purchases.
- (c) Evaluating, approving, and utilizing contracts that are entered into after a public and open competitive solicitation for commodities or contractual services entered into by any other governmental or educational entities (including the Federal Government, other state governments, political subdivisions, any public or independent college or university, educational cooperative, or educational consortium). Approving NCF's use of such contracts (in lieu of issuing a competitive solicitation) for the procurement of commodities and contractual services, when it is cost-effective and in the best interest of NCF to do so. Procurement Services shall review existing consortia and cooperative contracts to identify potential savings and, if there is the potential for savings, enter into new consortia and cooperative contracts to achieve the savings, with the goal of achieving a five-percent savings on existing contract prices.
- (d) Awarding contracts for commodities and contractual services to multiple suppliers, if determined to be in the best interest of NCF. Such awards may be made on behalf of NCF or on a university, regional, or State University System-wide basis, and the contracts may be for multiple years.
- (e) Rejecting or cancelling any or all competitive solicitations when determined to be in the best interest of NCF.
- (f) Authorizing payment of deposits or advance payments for a commodity or contractual services when the Director of Procurement Services determines that it is in the best interest of NCF.
- (g) Managing NCF's Property Records program, including overseeing proper disposal of surplus property.
- (h) Barring any vendor from doing business with NCF for demonstrated cause, including previous unsatisfactory performance.
- (i) Prohibiting College employees and College direct support organization employees participating on a procurement selection committee for commodities or services from soliciting donations from responding vendors during the selection process, except for donations or other benefits expressly stated in the procurement document.
- (j) Permitting the extension(s) of a contract, entered into as a result of a competitive solicitation, for up to twelve (12) months or until a completion of the competitive solicitation and award or protest, whichever is longer.

(k) Permitting the renewal(s) of a contract, entered into as a result of a competitive solicitation, for a period that may not exceed 5 years or twice the term of the original contract, whichever is longer. This provision is not intended to apply retroactively; existing contracts entered into prior to January 1, 2017, including any specified renewal period(s) may continue in accordance with the existing contract terms.

(5) NCF Division/Department Duties and Responsibilities. Each NCF division or department is assigned responsibility for initiating procurement requests and for providing information and assistance with the procurement, as requested by Procurement Services Department. Duties and responsibilities include:

(b) Ensuring support, review, funding adequacy and approval for the procurement by the pertinent division or department authorities before a procurement request is submitted to the Procurement Services Department.

(c) Obtaining and completing all steps necessary for submission of proper documentation to the Procurement Services Department.

(d) Providing assistance and information regarding the procurement, if and as requested by Procurement Services personnel.

(e) Evaluating, monitoring, and ensuring satisfactory performance by the vendor or contractor, in accordance with the terms and provisions of the procurement documents.

(6) Standards of Conduct

(a) All NCF personnel engaged in procurement and related activities shall conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of NCF and the taxpayers of Florida. All NCF personnel engaged in the procurement cycle are bound by the standard of conduct for public officers and employees set forth in Chapter 112, Part III, Florida Statutes, and shall file a Statement of Financial Interest annually.

(b) Vendors Excluded from Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, Invitations to Bid, Request for Proposals and/or Invitations to Negotiate shall be excluded from competing for such procurements.

(c) Standard of Conduct. It shall be a breach of ethical standards for any employee of New College of Florida to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It shall also be a breach of ethical standards for any potential contractor to offer an employee of New College of Florida a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

It shall also be a breach of ethical standards if:

1. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
2. A business organization in which the employee or any member of the employee's family, spouse, children, parents, brothers and sisters, has a financial interest pertaining to the procurement.
3. Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

(7) General Procurement Provisions

(a) Procurement of commodities/services/printing of less than \$150,000 shall be made in accordance with sound procurement practices as follows:

1. \$25,000 and below. It shall be the Director of Procurement Services' discretion on purchases of \$25,000 or less. Additional quotations are not required but are encouraged.
2. \$25,001 to \$75,000. An attempt shall be made to obtain written price quotes from two or more vendors. The quotes can be obtained via documented written quotations received by mail or email.
3. \$75,001 to \$149,999. An attempt shall be made to obtain written price quotes from three or more vendors. The quotes must be submitted on the vendors' stationery and signed by their authorized representative.
4. Waiver of Competition. In the event the number of quotes noted in section (7)(a) 2. and 3. above cannot be acquired, the Procurement Services Department may waive the need for competition if a "Request to Waive Additional Quotes" is properly justified. Such request must accompany the requisition. In any event, sole source justification is not required below \$150,000.
5. Purchases greater than \$150,000 require a formal process such as sealed Invitation to Bid, Request for Proposal, Invitation to Negotiate, or an approved exemption such as Sole Source, Sponsored Research Exemption or Emergency Purchase.

(b) Purchases of commodities/services/printing in excess of \$150,000 shall be awarded pursuant to a competitive solicitation, unless otherwise authorized.

1. When only one response is received to a competitive solicitation for commodities or contractual services exceeding \$150,000, NCF has the option to review the solicitation responses to determine if a second call for a competitive solicitation is in the best interest of NCF. If it is determined that a second call would not serve a useful purpose, NCF can proceed with the acquisition.

2. When multiple responses that are equal in all respects are received to a competitive solicitation, NCF will give preference, in the following order of priority, to the responses: responses that include commodities manufactured in the State of Florida, responses from Florida businesses, responses from businesses with a drug-free workplace program, responses from foreign manufacturers located in the State of Florida, in order to award. If the use of these preferences does not result in a determination of who should be awarded the contract, the toss of a coin shall be used to award the contract.
 3. The award of a competitive solicitation shall be publicly posted by Procurement Services, located at 5800 Bay Shore Road, PMD, for 72 hours, excluding Saturdays, Sundays or NCF holidays. The notice may also be posted on the New College of Florida website.
 4. Nothing in this section shall be construed as limiting the number of bids solicited.
 5. In the event that no quotes, bids, proposals, or responses to Invitations to Negotiate are received in response to a competitive solicitation, the College shall negotiate the purchase as the best possible price at the most favorable terms.
- (c) No purchase may be divided or sub-divided for the purpose of circumventing required informal or formal competitive solicitation.
- (d) Advance Payments: NCF funds cannot be used for advance payments, except for the following:
1. Rent for leased space, up to fourteen (14) days before due date.
 2. Newspaper or magazine subscriptions, up to six (6) weeks in advance of renewal date.
 3. Costs for reserving space for meetings or conferences that will take place in the next fiscal year, if required by the vendor.
 4. Annual maintenance agreements.
 5. Payments to state or federal agencies, if delivery of products or services will be expedited.
 6. Specialized or proprietary goods or services, if the vendor requires advance payment.
 7. Benefits of cost savings resulting from advance payment.
 8. Purchase of real property, up to seven days before closing date, if NCF delivers the warrant on or after the closing date.
 9. Library books and materials, if necessary, for efficient library operation.
 10. Any other advance payment that can be justified as necessary and to further of a legitimate public purpose.

- (e) The Purchase Order is the normal instrument by which goods and contractual services are acquired. It is the vendor's responsibility to ship and to invoice for the items, terms, and pricing specified on the order. The Purchase Order is a legal instrument and once accepted, establishes a mutuality of agreement. It has the force of a legal, binding contract.
1. The One Time Purchase Order. This document consists of the official Purchase Order number, the complete description shown on the requisition, and is for delivery of a one-time purchase for goods, equipment, and/or contractual services.
 2. The Standing Order. This is a simplified method of filling needs for small repetitive quantities by establishing open accounts with qualified vendors. Standing Orders are used to expedite the delivery of needed items and reduce administrative costs in accomplishing small orders by eliminating the need of Issuing individual purchase orders over the course of a fiscal year period.
 - a. Standing Purchase Order. Authorizes the purchase and delivery of small dollar value commodity items as requested by the issuing department. This order cannot exceed \$149,999.99, unless pricing has been based on an existing bid or contract or there is an approved sole source certification on file.
 - b. Standing Order Restrictions. No property items shall be purchased on a Standing Order. Special Standing Order purchases shall not be used to purchase goods or contractual services from other vendors if they are already available on State or NCF contracts.
 - c. Requests for increases, decreases, cancellations, etc., of a Standing Order should be submitted to Procurement Services (see the section on Change Orders). Standing Orders should be for a minimum period of six (6) months within the fiscal year and should be opened for a minimum of \$500.
- (f) Maintenance Agreements: Purchases for maintenance agreements are similar to Standing Orders in that the service period is for an extended period of time. However, they are not considered Standing Orders under the procedures described above because, in most instances, payment is made at one time. Maintenance agreements that have monthly or quarterly payments may be referred to as Blanket Maintenance Orders and are treated the same as a Standing Order for accounting purposes. Requisitions for maintenance agreements should include the following information.
1. Description of item(s), model number, serial number, property decal number, and location of machine.
 2. Beginning and ending dates of the maintenance period.
 3. Advance payment requirements are to be justified by a separate attached memorandum to the requisition.
 4. A copy of the maintenance agreement is to be attached to the requisition.

5. All Purchase Orders for maintenance agreements should contain a thirty-day (30-day) cancellation clause.
- (g) A Change Order is used to materially alter a Purchase Order after it has been encumbered and issued to the vendor. All Change Order notice requests must be submitted to the Procurement Services Department. A Change Order is required to:
1. Decrease or increase purchase order quantities.
 2. Substitute comparable acceptable items for those on the original purchase order.
 3. Make any substantial changes on a purchase order that will result in a cost differential.
 4. Terminate the purchase order.
 5. Adjust the purchase order price to conform to the vendor's invoice.
 6. Departments may initiate requests for Change Orders in writing stating the reasons for the change(s).
 7. Signatures are required on all Change Order requests, in the same manner as the signature requirements for requisitions from which Purchase Orders are issued.
 8. Unless otherwise authorized by the bid or proposal documents, Change Orders are not valid until the vendor has accepted the terms thereon.
- (h) Vendors. It is NCF's policy to utilize State Contracts and vendors, when available and appropriate. It is the intent of the Procurement Services Department to utilize vendors who are reputable and financially responsible. NCF encourages participation from any and all vendors to provide goods and services.
- (i) Minority Business Enterprises. NCF is committed to seek out, identify and utilize Florida Certified Minority Businesses, and Small Businesses/Small Disadvantaged Businesses that provide services and/or commodities, which are purchased by NCF. It is also the mission of the Procurement Services Department to provide technical assistance to small and minority businesses to ensure a competent pool of vendors to address NCF's procurement expectations.
- (j) (j) Procurement actions not subject to the competitive solicitation process include:
1. Emergency Purchases. When the President or designee determines, in writing, that: a condition exists that threatens the health or safety of person(s) or animal(s) or the preservation of property or the continuance of a vital NCF function; NCF shall proceed with an emergency purchase. The emergency purchase is limited to the purchase of only the type of items and quantities of items necessary and for only the time period necessary to meet the immediate need.

2. Sole Source Purchases. Commodities or contractual services available from a single source are exempt from the competitive solicitation process. Sole Source document shall be publicly posted by the Procurement Services Department at the NCF campus for 72 hours, excluding Saturdays, Sundays, and NCF holidays.
 3. Procurement from contracts and Negotiated Annual Price Agreements established by the State of Florida, other governmental entities, other Universities in the State University System, or other independent colleges and universities are not subject to further competitive solicitation.
- (k) Types of commodities and contractual services that are not subject to the competitive solicitation process include:
1. Artistic services.
 2. Academic reviews.
 3. Lectures.
 4. Auditing services.
 5. Legal services, including attorney, paralegal, expert witness, appraisal, arbitrator or mediator services.
 6. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration. Prescriptive assistive devices for medical, developmental or vocational rehabilitation including, but not limited to prosthetics, orthotics, and wheelchairs, provided such devices are purchased on the basis of an established fee schedule or by a method that ensures the best price, taking into consideration the needs of the client.
 7. Services provided to persons with mental or physical disabilities by not-for-profit corporations organized under the provisions of section 501(c)(3) of the Internal Revenue Code or services governed by the provisions of the Office of Management and Budget Circular A-122.
 8. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed ninety (90) days after the date of delivery to the Medicaid recipient and shall not be renewed.
 9. Family placement services.
 10. Training and education services.
 11. Advertising, except for media placement services.

12. Commodities or services provided by governmental agencies, another University in the State University System, direct support organizations of NCF, political subdivisions or other independent colleges and universities.
 13. Programs, Conferences, Workshops or Continuing education events or other university programs that are offered to the general public for which fees have been collected to pay all expenses associated with the program or event.
 14. Programs, conferences or events that have been specified by a grant, can include, but are not limited to items such as lodging, meeting rooms, services and food.
 15. Purchases from firms or individuals that are prescribed by state or federal law or specified by granting agency.
 16. Regulated utilities and governmental franchised services.
 17. Extension of an existing contract Regulated public communications, except long distance telecommunication services or facilities.
 18. Purchases from an Annual Certification List approved by the College.
 19. Purchases for resale.
 20. Contracts or services provided by non-for-profit support and affiliate organizations of the College, direct support organizations, health support organizations and faculty practice plans.
 21. Direct owner purchases for construction or renovation projects.
 22. Leases of space by NCF for 5,000 square feet or less in a privately owned building.
 23. Implementation/programming/training services available from owner of copyrighted software or its contracted vendor.
 24. Purchases of materials, supplies, equipment, or services for instructional or sponsored research purposes when a director of sponsored research or designee certifies that, in a particular instance, it is necessary for the efficient or expeditious prosecution of a research project in accordance with sponsored research procedures or to attain the instructional objective.
 25. Accounting Services.
- (l) No individual or firm who performs a feasibility study for potential implementation of a subsequent contract, participates in drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract with NCF dealing with the same subject matter.

- (m) Individuals taking part in the development of criteria for evaluation, the evaluation process or the award of the contract for any purchase shall be independent of and have no conflict of interest in the entities evaluated and awarded the contract. NCF has the option to require the individuals to attest to such in writing.
- (n) Items requested that are of a personal nature or for personal convenience of employees shall not be purchased. Examples include but are not limited to:
 - 1. Coffee pots.
 - 2. Flowers.
 - 3. Refreshments such as coffee and doughnuts.
 - 4. Decorative items (globes, statues, potted plants, picture frames, etc.).
 - 5. Alcoholic beverages.
 - 6. Christmas or other greeting cards and postage for such cards.
 - 7. Personal subscription to magazines, trade journals, etc.
 - 8. Desk pen sets.
 - 9. Refrigerators.
 - 10. Microwaves.
 - 11. Picture frames.
 - 12. Wall hangings.
 - 13. Smoke/air filters.
 - 14. Personal gifts or expenditures other than expenditures for employee service awards and/or safety awards not exceeding \$50 per award.
 - 15. Fees, taxes or professional dues, unless directly related to the job duties of NCF employee.
- (o) Legal Review. Documents containing terms and conditions with legal import will be routed through the NCF's General Counsel for legal review before execution. The Office of the General Counsel may approve uniform contracts, which, thereafter, may be used without additional review and approval by the General Counsel.
- (p) Exceptional Purchases. NCF is authorized to make exceptional purchases of commodities or contractual services as follows:

1. Purchase of Products with Recycled Content. NCF may establish a program to encourage the purchase of and use of products and materials with recycled content and postconsumer recovered material.
 2. Purchase of Private Attorney Services. Written approval from the Attorney General is not required for private attorney services acquired by the college.
 3. Purchase of Insurance. NCF shall have the authority to purchase insurance as deemed necessary and appropriate for the operation and educational mission of the college.
 4. Purchase of Printing. However, if the College determines that it is in the best interests of the College to purchase printed materials through a competitive solicitation process, the preference provision in 15(b) shall apply.
- (8) Insurance Purchases. NCF has the authority to purchase insurance as deemed necessary and appropriate for the operation and educational mission of NCF. Examples of insurance coverage that can be acquired by NCF include:
- (a) Physical damage on vehicles and boats.
 - (b) Inland marine on property owned, leased, or loaned to or by NCF.
 - (c) Building and property damage.
 - (d) Equipment losses due to theft.
 - (e) Loss of rental income.
 - (f) Commercial general liability insurance for scientific equipment.
 - (g) Excess general liability coverage.
 - (h) Health Insurance.
 - (i) Camps Insurance.
- (9) Bonds
- (a) Competitive Solicitation Bond/Security. NCF is authorized to require a vendor to submit to NCF, as a condition for participating in the solicitation, a bid bond, certified cashier's or treasurer's check or bank draft with their responses to the solicitation when NCF is reasonably uncertain about the vendor's ability to perform and to ensure that vendor will honor and secure any required payment and/or Performance Bond if awarded the bid.
 - (b) Payment and Performance Bonds. NCF is authorized to require any contractor providing commodities, or commodities, which include installation, to furnish a payment and performance

bond, with good and sufficient securities, to NCF prior to the issuance of the contract when the total value of the contract is greater than \$200,000. NCF has the option to require a payment and performance bond from contractors providing commodities, or commodities that need installation, when the total value is greater than \$100,000. In either instance the reason for this requirement is under such conditions when NCF is reasonably uncertain about the vendor's ability to perform and in particular, but not limited thereto, when installation of research, scientific, medical and other like equipment is required.

- (c) Competitive Solicitation Protest Bond. Any contractor that files an action pursuant to Chapter 120.57(3)(b), Florida Statutes, protesting a decision shall at the time of filing of the formal written protest, post with NCF a bond payable to NCF in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs that can be adjudged against the contractor filing the protest action. In lieu of a bond, NCF has the option to accept a cashier's check or money order in the amount of the bond. Failure of the protesting contractor to file the required bond, cashier's check or money order by the time of filing the formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and NCF shall summarily dismiss the petition.

(10) Purchase of Motor Vehicles

- (a) The term "motor vehicle" includes any automobile, truck, watercraft, construction vehicles, equipment, or other vehicle designed primarily for transporting person.
- (b) NCF has authority to:
1. Establish standard classes of motor vehicles to be leased, purchased or used by NCF personnel.
 2. Obtain the most effective and efficient use of motor vehicles for NCF purposes.
 3. Establish and operate facilities for the acquisition, disposal, operation, maintenance, repair, storage, control and regulation of NCF-owned motor vehicles.
 4. Acquire motor vehicles by purchase, lease, installment-purchase, or loan or by any other legal means and can include a trade-in. All motor vehicles purchased or leased shall be of a class that will safely transport NCF personnel and adequately meet the requirements of NCF.
 5. Contract for specialized maintenance services.
- (c) Motor vehicles owned, leased or operated by NCF shall be used for official NCF business only.

(11) Acquisition of Leases of 5,000 or More Square Feet

- (a) NCF will use a competitive solicitation process when entering into lease for space of 5,000 or more square feet in a privately owned building. However, competitive bidding is not required where such a lease:

1. Is the renewal of an existing lease.
2. Has a term of less than twenty-one (21) consecutive days.
3. Is for nominal or no consideration.
4. Is for the purpose of providing care and living space for persons, provided that the President or designee certifies that the space is to be used for that purpose.
5. Is an extension of an existing lease of 5,000 square feet or more, provided that such extension is in the best interest of the State and is for a period not to exceed eleven (11) months. If at the end of the period granted by the extension, the time of all such extensions on the lease equals eleven (11) months, NCF shall proceed with a competitive solicitation.

(b) NCF shall not enter into a lease for space of 5,000 or more feet in a privately owned building when suitable space is available in a state-owned building located in the same geographic region, unless it is determined by the Procurement Services Department that lease of non-state property is in the best interest of NCF.

(12) Vendor Ombudsman and Dispute Resolution

(a) The Controller or his/her designee will act as vendor ombudsman to work with vendors and NCF division/department representatives to resolve problems and issues. Ombudsman contact information will be provided to contractors and vendors via purchase orders and/or the NCF website.

(b) Protests will be handled in accordance with Chapter 120.57(3), Florida Statutes.

(13) Vendors Excluded from Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, Invitations to Bid, Request for Proposals and/or Invitations to Negotiate shall be excluded from competing for such procurements.

(14) Standard of Conduct. It shall be a breach of ethical standards for any employee of NCF to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It shall also be a breach of ethical standards for any potential contractor to offer an employee of NCF a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

(15) Preferences for Florida-Based Vendors.

(a) Preferences for Personal Property. When NCF awards a contract to purchase personal property, other than printing, by competitive solicitation pursuant to paragraph (2) of this regulation, a preference shall be provided to vendors with a principal place of business in Florida (such vendors hereinafter referred to as "Resident Vendors") as follows:

1. If the responsible and responsive vendor that submits the lowest bid, the most advantageous proposal, or the best value reply is one whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then NCF shall grant the same preference to the responsible and responsive Resident Vendor with the lowest bid received pursuant to an Invitation to Bid, the most advantageous proposal received pursuant to a Request for Proposals, or the best value reply received pursuant to an Invitation to Negotiate.
 2. With respect to Invitations to Bid, if the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase to a vendor in such state, then NCF shall grant a preference in the amount of five percent (5%) to the lowest responsible and responsive Resident Vendor.
 3. For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, proposal or reply, provide a written opinion from a licensed attorney in its state specifying: (a) the preferences(s) granted by the state or political subdivision, as applicable, under the laws of that state to vendors whose principal place of business is in that state or political subdivision; and (b) how the preference is calculated. The failure to submit the written opinion may be waived as non-material if all vendors responding to the solicitation have principal places of business outside of Florida.
 4. The vendor's principal place of business, as represented by the vendor in its bid or reply, may be relied upon by NCF without further inquiry. If NCF determines that a vendor has misrepresented its principal place of business, the vendor's bid, proposal or reply shall be rejected.
 5. For the purpose of paragraph (3)(a), "personal property" shall be defined as goods and commodities, but not real estate, intellectual property or services.
- (b) Preferences for Printing. When the College purchases printed materials by competitive solicitation pursuant to paragraph (2) of this regulation, a preference shall be provided Resident Vendors as follows:
1. If the lowest responsible and responsive bid received pursuant to an Invitation to Bid is from a vendor whose principal place of business is outside of Florida, then the College shall grant a preference to the lowest responsible and responsive Resident Vendor in the amount of five percent (5%) if the College has determined that the printing can be performed by the Resident Vendors at a level of quality comparable to that obtainable from the vendor submitting the lowest bid whose principal place of business is outside of Florida.
 2. For purposes of subparagraph 3(b)(1), the level of quality shall be determined by whether a vendor satisfies the minimum specification requirements as set forth in the Invitation to Bid.
- (c) Method of Calculating Five Percent Preference.
1. If the competitive solicitation is an Invitation to Bid, then an amount equal to five percent (5%) of the total base bid and any alternates shall be deducted from the base bid and alternates, as applicable, of the lowest responsible and responsive Resident Vendor's bid.

- (d) Determining a Vendor's Principal Place of Business. A vendor's "principal place of business" is determined as follows:
1. If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in the state where the vendor's primary residence is located.
 2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.
- (e) Federally Funded Projects. Purchases made to perform specific obligations under federally funded projects shall not be subject to this preference requirement to the extent the application of a preference is not allowed under applicable federal law or regulation.
- (16) Purchases from Contractors Convicted of Public Entity Crimes. NCF shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.
- (17) Review and Responsibilities. The Controller is the party responsible for oversight and enforcement of these regulations.

Authority: Article IX, §. 7, Fla. Constitution; Fla. Board of Governors Regulations 1.001 and 18.001

History: 02-07-04 as Policy 5-001; Revised and combined with Policies 5-002, 5-003, 5-004, and 5-011, and renumbered 09-11-10; Revised 09-10-11; Revised 10-20-18, 06-05-19

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Revised Regulation 6-1001: *Student Governance*

PROPOSED BOARD ACTION

Consider approval of amendments to New College of Florida Regulation 6-1001: *Student Governance*

BACKGROUND INFORMATION

This proposed regulation is established to provide University oversight of Student Government and other matters pertaining to student life and governance, as contemplated by Florida Board of Governors' Regulations 1.001 and 6.014 and Sections 1004.26 and 1009.24(10), Florida Statutes.

Supporting Documentation Included: Notice of Proposed Regulation Development Regulation 6-1001

NOTICE OF PROPOSED REGULATION DEVELOPMENT

The New College of Florida Board of Trustees

Date: December 11, 2023

REGULATION CHAPTER NUMBER:

Chapter 6 – Student Affairs

REGULATION NUMBER AND TITLE:

6-1001: Student Governance

AUTHORITY: BOG Regulations 1.001 and 6.014; Sections 1004.26 and 1009.24(10), Florida Statutes.

SUMMARY OF PROPOSED REGULATION AMENDMENT:

6-1001: This proposed regulation is established to provide University oversight of Student Government and other matters pertaining to student life and governance, as contemplated by Florida Board of Governors' Regulations 1.001 and 6.014 and Sections 1004.26 and 1009.24(10), Florida Statutes.

TEXT OF PROPOSED REGULATIONS:

The full text of the proposed regulation is set out following this notice.

NEW COLLEGE OFFICIAL INITIATING THE REGULATION:

David Rancourt, Vice President of Enrollment Management & Student Services

PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, generalcounsel@ncf.edu. Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA
REGULATIONS MANUAL**

CHAPTER 6 – Student Affairs

6-1001 Student Governance

- (1) The Vice President for Student Affairs is the designated representative of the University President in matters pertaining to student life and governance.
- (2) A Student Government Association shall be organized and maintained to represent the student body. All officers of the Student Government Association shall be enrolled at New College of Florida for a minimum of six (6) credit hours and be in good standing. The Student Government Association shall establish and maintain a Student Body Constitution and implementing statutes to facilitate organizational integrity and cohesive administration.
- (3) Legislation of the Student Government Association shall be subject to the approval of the Vice President for Student Affairs prior to implementation.

Authority: BOG Regulations 1.001 and 6.014; Sections 1004.26 and 1009.24(10), F.S.

History:

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Revised Regulation 3-5101 *Campus Master Plan*

PROPOSED BOARD ACTION

Consider approval of amendments to New College of Florida Regulation 3-5101: *Campus Master Plan*

BACKGROUND INFORMATION

The proposed regulation amendment repeals Regulation 3-5101: Campus Master Plan, as it is inconsistent with governing Florida Statutes and Board of Governors' Regulations.

Supporting Documentation Included: Notice of Proposed Regulation Development 3-5101

NOTICE OF PROPOSED REGULATION DEVELOPMENT

The New College of Florida Board of Trustees

Date: September 19, 2023

REGULATION CHAPTER NUMBER:

Chapter 3 – Administrative Affairs

REGULATION NUMBER AND TITLE:

3-5101: Campus Master Plan

AUTHORITY: BOG Regulation 1.001

SUMMARY OF PROPOSED REGULATION AMENDMENT:

3-5101: The proposed regulation amendment repeals Regulation 3-5101: Campus Master Plan, as it is inconsistent with governing Florida Statutes and Board of Governors' Regulations.

TEXT OF PROPOSED REGULATIONS:

The full text of the proposed regulation is set out following this notice.

NEW COLLEGE OFFICIAL INITIATING THE REGULATION:

Chris Kinsley, Vice President for Finance and Administration

PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, generalcounsel@ncf.edu. Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA
REGULATIONS MANUAL**

CHAPTER 3 - Administrative Affairs

3-5101: Reserved Campus Master Plan

The Campus Master Plan, which is updated on an annual basis, provides for the orderly and systematic growth of the physical facilities at the College.

~~(1) The Chairman of the Space Committee has the authority and the responsibility to coordinate the College's efforts in the compilation of data and the production of maps, plans, and charts required to complete the Campus Master Plan. The Campus Master Plan will be updated and sent to the Board of Education on an annual basis.~~

~~(2) It is the responsibility of the Provost to provide enrollment projections by discipline; the responsibility of the Vice President for Finance and Administration to provide information on the staffing requirements based on the enrollment projections; the responsibility of Director of Facilities Planning to determine the square footage of space required by using the Board of Education formulae using the enrollment and staffing projections; and, the responsibility of the Director of Facilities Planning, using the abovementioned data, to determine the number, size, and type of buildings required. It is also the responsibility of the Director of Facilities Planning to locate these buildings on the Campus Master Planning Map, project and locate future roads, parking, and utility requirements on the map. Upon completion of a draft of the Campus Master Plan, it is submitted to the Space Committee for its comments and suggestions. After these comments and suggestions have been incorporated into the plan, it is then submitted to the President and the Board of Trustees for approval. Upon approval, the plan then becomes the official Campus Master Plan of the College.~~

Authority: Article IX, Sec. 7, Fla. Constitution; Fla. Stat. Chapter 1013; Fla. Board of Governors Regulations 1.001 and 21.202

History: Adopted 04-27-02, as Policy 3-003; Revised and renumbered 06-29-10; Revised 03-11-17 (technical amendment)

**NEW COLLEGE OF FLORIDA
INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING
AGREED-UPON PROCEDURES**

SEPTEMBER 30, 2023

**NEW COLLEGE OF FLORIDA
INDEPENDENT ACCOUNTANT’S REPORT ON APPLYING
AGREED-UPON PROCEDURES**

SEPTEMBER 30, 2023

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INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Board of Trustees
New College of Florida
Sarasota, Florida 34243

We have performed the procedures enumerated below, which were agreed to by the Board of Trustees of New College of Florida (the "College"), solely to assist the College in determining whether the College has processes established to ensure the completeness, accuracy, and timeliness of data submissions to the Board of Governors (the "BOG") which support the Performance Funding Metrics of the College as of September 30, 2023. The College is responsible for all processes and procedures related to the complete, accurate and timely submission of data to the BOG.

New College of Florida has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the College. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our Procedures and Findings were as Follows:

We reviewed the BOG submissions relating to the Performance Funding Metrics identified and published by the State University System of Florida (the "SUS") specific to the certification. See Attachment I for a listing of the submissions management selected for testing in the current year.

a) Testing of data accuracy.

1. Identify and evaluate data validity controls to ensure that data extracted from the primary systems of record are accurate and complete. This may include review of controls over code used to create the data submission. Review each measure's definition and calculation for the consistency of data submissions with the data definitions and guidance provided by the BOG.
2. As appropriate, select samples from data the College has submitted to the BOG for its Performance Funding Model. Vouch selected data to original source documents (this will most likely include the College's student and financial systems used to capture relevant information).
3. Evaluate the results of the testing and conclude on the completeness and accuracy of the submissions examined.

Procedures Performed

- For each metric and submission file identified, listed in Attachment I, we performed the following procedures for the specific metrics identified in the Performance Funding Metrics published by the SUS:
 - Obtained complete submission file for time period being tested;
 - Selected a sample size of thirty (30) data items, or other representative sample, to test for each file submission and each metric specific to the performance funding testing;
 - Verified data reported in the submission files specific to the metrics identified by the SUS agreed to the source system Banner;
 - Verified the data reported for each metric agreed with the SUDS data dictionary.

- To determine the completeness of the files being submitted, we performed the following procedures:
 - For each term and reported time frame, we obtained a file which was extracted from Banner and compared to submission files extracted by the Institutional Research and Analysis department. For each comparison we identified any person that was on the Banner report that was not in the file submission. We then selected a sample size based on the size of the file and errors returned and verified the student was properly omitted for the specific submission based on the current data definitions. Selected files and corresponding sample sizes are as follows:
 1. All students who were enrolled were compared to the Student Instruction Files (SIF) submitted. There were no students on the Banner report that were not in the submission file.
 2. All students who received Pell grants were compared to the Student Financial Aid (SFA) files submitted. No differences were identified.
 3. All students who had a degree awarded were compared to the Degrees Awarded (SIFD) files submitted. There were three (3) students on the Banner report that were not in the submission file. Per inquiry of New College, this was due to late degree awards and the BOG instructed them to include them on the next submission. Mauldin & Jenkins, LLC verified these students were included in the next submission file.
 4. All students who were admitted were compared to the Admission (ADM) files submitted. There were no students on the Banner report that were not in the submission file.

Findings

No exceptions were identified as a result of applying these procedures.

- b) *Evaluate the veracity of the College Data Administrator's data submission statements that indicate, "I certify that this file/data represents the position of this College for the term being reported."*
1. Interview the College Data Administrator to consider the reasonableness of the various coordination efforts with the Data Administrator's staff, the other Data Custodians' staff, BOG IRM, and other knowledgeable individuals which form the basis for personal and professional satisfaction that data submitted to the BOG is complete, accurate and submitted timely.
 2. Inquire how the Data Administrator knows the key controls are in place and operating effectively. If not already done, consider verifying these key controls are in place and adequate to support the Data Administrator's assertions.

Procedures Performed

- Interviewed the following people who have significant responsibility for the data being reported and submitted to the BOG:
 - Director of Institutional Research and Assessment, Office of Institutional Research and Assessment;
 - Director of Administrative Computing, Office of Information Technology;
 - Registrar, Office of the Registrar;
 - Associate Dean of Enrollment Services and Director of Admissions, Office of Admissions and Financial Aid;
 - Director of Financial Aid, Office of Admissions and Financial Aid.
- Verified communication with the Institutional Research and Assessment department is on-going and clear to ensure accurate and timely data submission. Also, verified the Data Administrator understands the key controls specific to the metrics being tested and that they are functioning. This was performed through review of emails, various correspondence between departments, and discussions with each personnel.
- Verified with the Director of Institutional Research and Assessment their communication with the BOG and IRM to ensure data being submitted meets the data definitions. This was performed through review of correspondence and emails.

Findings

No exceptions were identified as a result of applying these procedures.

We were engaged by New College of Florida to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestations standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the processes and procedures for the complete, accurate and timely submission of data to the BOG. Additionally, the specific accuracy of the current year data submissions was not a part of our review. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the College and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to this engagement.

This report is intended solely for the information and use of New College of Florida's Board of Trustees and management and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
January 16, 2024

**NEW COLLEGE OF FLORIDA
METRIC RELATED SUBMISSIONS
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

ATTACHMENT I

Performance Based Funding Metrics Tested	
5	Academic Progress Rate
6	Bachelor's Degrees within the Programs of Strategic Emphasis
7	University Access Rate
8b	Percentage of Newly Admitted FTICs with High School GPA of 4.0 or Higher

For the above metrics, the data elements specific to those metrics were tested in the below submission files.

Submissions Tested				
Due Date	Submission	Term or Year	Rept Time Frame	Sample Tested
10/7/2022	SIFD - Degrees Awarded	Summer 2022	202205	1
10/21/2022	ADM- Admissions	Fall 2022	202208	30
1/18/2023	SIF - Student Instruction File	Fall 2022	202208	60
1/27/2023	RET - Retention File	Annual 2021	20212022	None*
3/10/2023	ADM- Admissions	Spring 2023	202301	30
6/14/2023	SIF - Student Instruction File	Spring 2023	202301	30
6/30/2023	SIFD - Degrees Awarded	Spring 2023	202301	30
9/22/2023	SIF- Student Instruction File	Summer 2023	202305	5
9/29/2023	SIFD - Degrees Awarded	Summer 2023	202305	4
10/14/2022	SFA - Student Financial Aid File	Annual 2021	20212022	30

* There were no required submissions for the retention file for 2021/2022.



Data Integrity Certification

March 2024

In accordance with Board of Governors Regulation 5.001(8), university presidents and boards of trustees are to review, accept, and use the annual data integrity audit to verify the data submitted for implementing the Performance-based Funding model complies with the data definitions established by the Board of Governors.

Given the importance of submitting accurate and reliable data, boards of trustees for those universities designated as preeminent or emerging preeminent are also asked to review, accept, and use the annual data integrity audit of those metrics to verify the data submitted complies with the data definitions established by the Board of Governors.

Applicable Board of Governors Regulations and Florida Statutes: Regulations 1.001(3)(f), 3.007, and 5.001; Sections 1.001.706, 1001.7065, and 1001.92, Florida Statutes.

Instructions: To complete this certification, university presidents and boards of trustees are to review each representation in the section below and confirm compliance by signing in the appropriate spaces provided at the bottom of the form. Should there be an exception to any of the representations, please describe the exception in the space provided.

Once completed and signed, convert the document to a PDF and ensure it is ADA compliant. Then submit it via the Chief Audit Executives Reports System (CAERS) by the **close of business on March 1, 2024**.

University Name: New College of Florida

Data Integrity Certification Representations:

1. I am responsible for establishing and maintaining, and have established and maintained, effective internal controls and monitoring over my university's collection and reporting of data submitted to the Board of Governors Office which will be used by the Board of Governors in Performance-based Funding decision-making and Preeminence or Emerging-preeminence Status.
2. In accordance with Board of Governors Regulation 1.001(3)(f), my Board of Trustees has required that I maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
3. In accordance with Board of Governors Regulation 3.007, my university provided accurate data to the Board of Governors Office.

Data Integrity Certification, March 2024

4. In accordance with Board of Governors Regulation 3.007, I have tasked my Data Administrator to ensure the data file (prior to submission) is consistent with the criteria established by the Board of Governors. The due diligence includes performing tests on the file using applications, processes, and data definitions provided by the Board Office. A written explanation of any identified critical errors was included with the file submission.
5. In accordance with Board of Governors Regulation 3.007, my Data Administrator has submitted data files to the Board of Governors Office in accordance with the specified schedule.
6. I am responsible for taking timely and appropriate preventive/ corrective actions for deficiencies noted through reviews, audits, and investigations.
7. I recognize that Board of Governors' and statutory requirements for the use of data related to the Performance-based Funding initiative and Preeminence or Emerging-preeminence status consideration will drive university policy on a wide range of university operations – from admissions through graduation. I certify that university policy changes and decisions impacting data used for these purposes have been made to bring the university's operations and practices in line with State University System Strategic Plan goals and have not been made for the purposes of artificially inflating the related metrics.
8. I certify that I agreed to the scope of work for the Performance-based Funding Data Integrity Audit and the Preeminence or Emerging-preeminence Data Integrity Audit (if applicable) conducted by my chief audit executive.
9. In accordance with section 1001.706, Florida Statutes, I certify that the audit conducted verified that the data submitted pursuant to sections 1001.7065 and 1001.92, Florida Statutes [regarding Preeminence and Performance-based Funding, respectively], complies with the data definitions established by the Board of Governors.

Exceptions to Note: Zero Exceptions Noted

Data Integrity Certification, March 2024

Data Integrity Certification Representations, Signatures:

I certify that all information provided as part of the Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) is true and correct to the best of my knowledge; and I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements render this certification void. My signature below acknowledges that I have read and understand these statements. I certify that this information will be reported to the board of trustees and the Board of Governors.

Certification: _____
University President

Date: _____

I certify that this Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) has been approved by the university board of trustees and is true and correct to the best of my knowledge.

Certification: _____
University Board of Trustees Chair

Date: _____

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES AUDIT AND COMPLIANCE COMMITTEE CHARTER

I. Purpose

The Audit and Compliance Committee (the "Committee") Charter outlines the authority, responsibilities, and operation of the Committee to assist the New College of Florida (New College) Board of Trustees (the "Board") in fulfilling its responsibilities.

II. Membership and Meetings

The Committee shall be comprised of at least three members of the New College Board as appointed by the Chair of the Board. At least one Committee member shall be designated as the Committee's financial expert¹. The Chair and members of the Committee shall be independent and objective in the discharge of their responsibilities and be free of any business or other relationship that could materially interfere with, or reasonably be perceived to materially interfere with, the independent exercise of their judgment. The Chair of the New College Board may not serve as the Chair of the Committee. The Vice President for Finance and Administration and Chief Audit Executive (CAE) and Chief Compliance Officer (CCO) serve as the New College's staff liaisons to the Committee.

The Committee shall meet at least twice per calendar year in connection with regularly scheduled meetings of the Board and at other times as deemed necessary. Meeting agendas will be prepared and provided to Committee members in advance of meetings, along with appropriate briefing materials. The Committee is subject to the requirements of Article I, Section 24 of the Florida Constitution and Chapter 286, Florida Statutes. As such, meetings will be noticed and open to the public, and minutes will be recorded and published for public inspection. The Committee may invite members of management, auditors, or others to attend meetings and provide pertinent information.

A majority of Committee members present at a meeting will constitute a quorum for the transaction of Committee business.

III. Public Records Requirements

Most matters addressed by the Committee are public records subject to Chapter 119, Florida Statutes. However, Chapter 119.07, Florida Statutes, provides that limited exceptions apply, and certain records are confidential and exempt from the public record. The Chief Audit Executive and Chief Compliance Officer will communicate directly with the Committee on matters considered to be confidential and exempt. Exemptions include, but are not limited to:

- A. Documents and reports created pursuant to Florida's "Whistle-blower Act," Chapter 112, Florida Statutes.
- B. Complaints of discrimination and misconduct pursuant to Chapter 119.071, Florida Statutes.
- C. Enterprise security of data and information technology pursuant to Chapter 286, Florida Statutes.

¹ Under SEC Regulations and NYSE Rules, a financial expert is defined as a person who has the following attributes: (i) an understanding of generally accepted accounting principles and financial statements; (ii) the ability to assess the general application of such principles in connection with the accounting for estimates, accruals, and reserves; (iii) experience preparing, auditing, analyzing or evaluating financial statements or experience actively supervising one or more persons engaged in such activities; (iv) an understanding of internal controls and procedures for financial reporting; and (v) an understanding of audit committee functions.

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES AUDIT AND COMPLIANCE COMMITTEE CHARTER

IV. Committee Responsibilities

In accordance with State University System of Florida Board of Governor's regulations sections 4.001, 4.002 and 4.003, the Committee responsibilities shall include:

- A. Assisting the Board in fulfilling oversight responsibilities in relation to financial reporting, sound business practices, internal and external audits, enterprise risk management, financial and fraud related compliance, investigations, and the Program of Compliance and Ethics.
- B. Reviewing and approving the Committee Charter and the Internal Audit and Compliance Charter.
- C. Functionally overseeing the Chief Audit Executive and Chief Compliance Officer, including the review of external quality assessments as required by Board of Governor's regulations 4.002 State University System Chief Audit Executives, 4.003 State University System Compliance and Ethics Programs, and professional auditing standards.
- D. Directing the CAE/CCO to conduct investigations into any matters within its scope of responsibility and obtaining advice and assistance from outside legal, accounting, or other advisers, as necessary, to perform its duties and responsibilities. Meeting with and seeking any information it requires from employees, officers, directors, or external parties.
- E. Meeting with and seeking any information it requires from employees, officers, directors, or external parties.
- F. Reviewing and approving for submittal required reports to the Board of Governors as necessary.

V. Financial Reporting

The Committee shall receive and review the Auditor General's independent financial statement audits for the purpose of determining whether the New College:

- A. Presented the basic financial statements in accordance with generally accepted accounting principles;
- B. Established and implemented an adequate system of internal controls over financial reporting and compliance including information system reliability and security;
- C. Complied with the various provisions of laws, rules, regulations, contracts, and grant agreements that are material to the financial statements; and
- D. Has taken corrective action to appropriately address any findings and recommendations contained in the Auditor General financial statement audits.

VI. Internal Audit

With regard to the Office of the Chief Audit Executive (Office), the Committee shall:

- A. Review the Office's continuous enterprise risk assessment of the New College and affiliated organizations.

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES AUDIT AND COMPLIANCE COMMITTEE CHARTER

- B. Review the Office's risk-based plan, including plans to contract for audit assistance, and the impact of any resource constraints.
- C. Review the Office's annual summary of activities for the preceding fiscal year.
- D. Review the Office's reports of significant risk exposures, control issues, fraud risks, governance issues and other matters as requested.
- E. Review the Office's receipt and investigation of all significant and credible allegations and known occurrences of waste, fraud, mismanagement, and/or abuse.
- F. Provide support to the Office in the event timely access to records, data, personnel or other New College information is not provided or there is an actual or perceived impairment to the independence of the Chief Audit Executive and Compliance Officer.
- G. Meet with the Chief Audit Executive no less than twice a year to review significant matters.
- H. Review with management and concur in the appointment, compensation, replacement, reassignment, and/or dismissal of the Chief Audit Executive.
- I. Review, at least every three (3) years, the Officer of Internal Audit Charter.

VII. External Audit

With regard to external audits, the Committee shall review the scope and approach of external audit engagement and all external auditors' reports of New College's operations, including reports from the Auditor General and the Office of Program Policy and Governmental Accountability (OPPAGA). The Committee shall follow up to ensure New College takes timely and appropriate actions to correct reporting deficiencies.

VIII. Program of Compliance and Ethics

With regard to compliance, the Committee shall review the effectiveness of New College's efforts to comply with Board of Governor regulation 4.003 State University System Compliance and Ethics Programs. Specifically, the Committee shall:

- A. Review the New College's Compliance and Ethics Program Plan and other Office efforts to prevent or detect non-compliance with Board of Governor, federal, state, and New College regulations; unethical behavior; and/or criminal conduct, as appropriate to New College's mission, size, activities, and unique risk profile.
- B. Ensure the Office has an external peer review at least once every five years.
- C. Review the Officer of Compliance Charter at least every three (3) years.

IX. Investigative Responsibilities

With regard to investigations, the Committee shall:

- A. Ensure a process is publicized for individuals to anonymously report potential or actual fraud, waste, abuse, misconduct and/or violations of university policy, regulations, or laws; and, that no individual faces retaliation for reporting a good-faith concern.

**NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES
AUDIT AND COMPLIANCE COMMITTEE CHARTER**

- B. Conduct or authorize investigations within its scope of responsibilities and is empowered to retain and compensate independent counsel, accountants, experts, and other advisors as it deems necessary.
- C. Oversee an independent investigation in those instances where significant and credible allegations of fraud, waste, mismanagement, misconduct and other abuses are made against the Chief Audit Executive and Chief Compliance Officer. The investigation may be conducted by an independent outside firm or the Board of Governors Office of Inspector General and Director of Compliance.

X. Other Responsibilities

The Committee's other responsibilities shall include but not be limited to performing activities consistent with this Charter, regulations, rules and governing laws that the Board or Committee determines are necessary or appropriate.

Review

The Committee shall review this Charter at least every three years for consistency with applicable Board of Governors and New College regulations, professional standards, best practices and assess its adequacy in achieving the goals and objectives of the Board. A copy of the approved charter and any subsequent changes are to be provided to the Board of Governors through the Office of Inspector General and Director of Compliance.

Adopted by the New College Board of Trustees at its regular meeting duly assembled on the 22th day of February, 2024

ATTEST

By: _____
Bill Galvano,
Clerk to the
New College of Florida
Board of Trustees

By: _____
Debra Jenks
Chairperson
New College of Florida
Board of Trustees

Seal

History: Adopted 11-4-06 Revised 04-20-21 Revised 02-22-24

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: New College of Florida's 2023-24 Student Success Plan Monitoring Report

PROPOSED BOARD ACTION

To approve New College of Florida's 2023-24 Student Success Plan Monitoring Report for submission to the Florida Board of Governors.

BACKGROUND

What is this?

In August, the Board of Trustees approved a Student Success Plan (SSP) that established eight initiatives to implement by March 2024 in order to improve first-to-second year student retention and post-graduation outcomes.

Why did we develop the Student Success Plan?

Any school failing to earn at least 70 PBF points is required to submit a Student Success Plan (SSP) to the Board of Governors for consideration at its September meeting in order to be eligible for 50% of their proportional amount of the state's PBF investment.

New College of Florida earned a PBF score of 65 for 2023-24 funding.

How do we earn 50% of the state's PBF investment?

When the Board of Governors approved our SSP last September, we received 25% of the state's investment (\$1.1 M).

We will receive the remaining 25% (\$1.1M) if the Board of Governors determines this Monitoring Report demonstrates satisfactory progress on implementing our SSP.

Did we make satisfactory progress on implementing our Student Success Plan?

We fully implemented seven of eight initiatives established in our SSP. The eighth initiative is in progress and will be completed by the end of May.

Supporting Documentation Included: NCF's 2023-24 Student Success Plan Monitoring Report

Other Support Documents Available: N/A

February 14, 2024

New College of Florida has fully implemented seven of the eight initiatives outlined in our 2023-24 Student Success Plan. The eighth initiative will be completed by the end of May. We anticipate these targeted strategies will improve student retention and post-graduation outcomes.

Initiative #1

Increase the number of students who complete internships by awarding at least \$400,000 in internship scholarships to at least 200 students entering NCF in 2023-24.

Status: Fully Implemented

Target: Metric 1: Percent employed (earning \$40k+) or continuing education one year after graduation

Implementation: We awarded a total of \$438,940 in internship scholarships to 223 entering NCF students.

Evaluation: Students receiving these scholarships are required to complete an internship prior to graduation. These scholarships remove barriers to participation in work-based learning experiences and advance us toward our goal for 100% of students to complete an academic internship prior to graduation.

Initiative #2

Develop targeted master's programs to create additional post-graduation pathways for students. Submit at least two pre-proposals to the CAVP Academic Coordinating Group.

Status: Fully Implemented

Target: Metric 1: Percent employed (earning \$40k+) or continuing education one year after graduation

Implementation: On September 13, 2023, we presented pre-proposals for two master's programs to the CAVP Academic Coordinating Group: a Master's in Marine Mammal Science and a Master's in Educational Leadership.

Evaluation: With improvements made based on feedback from the CAVP Academic Coordinating Group, faculty have continued developing proposals for these two master's programs. A proposal for the Marine Mammal Science program will be ready for BOG review yet this Spring with a projected start date of Fall 2024. The proposal for the Educational Leadership program will be ready by summer with a projected Fall 2025 start date. In addition to producing high-quality graduates who will serve the State of Florida, student demand evidence suggests that these programs will drive increases in undergraduate enrollment at New College.

Initiative #3

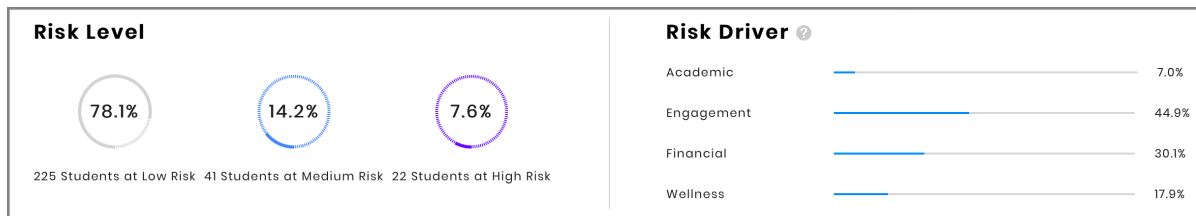
Fully implement an adaptive AI chatbot and text messaging service to gain insight into student retention issues and to provide timely intervention.

Status: Fully Implemented

Target: Metric 5: Academic progress rate (second year retention with GPA above 2.0)

Implementation: New College fully launched the Mighty Banyan chatbot and text messaging service in September. Since launch:

- 93% of students have opted-into receiving texts
- 59% of students actively engaged in texting with the chatbot
- 3,157 texts have been received from students
- 39 touch points have been made to check-in with students
- 36 actions/interventions to improve retention have been identified by the chatbot



Screenshot of chatbot dashboard summarizing risk levels and drivers (as of January 19, 2024)

Evaluation: The Mighty Banyan chatbot has identified students at-risk of leaving New College and provided insight into the academic, engagement, financial, and wellness issues our students report. Through the chatbot, we have been able to provide timely interventions to get students back on-course

Initiative #4

Provide a fully operational one-stop shop for Academic Support services (tutors, writing/quantitative/study skill development, technology support)

Status: Fully Implemented

Target: Metric 5: Academic progress rate (second year retention with GPA above 2.0)

Implementation: In October, a fully operational one-stop shop for Academic Support services was launched in the library. The library now houses the Student Success Center, Writing Resource Center, Quantitative Resource Center, and Educational Technology Services, alongside our Center for Career Engagement and Opportunity.

Evaluation: This one-stop academic support service center builds upon the success we achieved with last year's launch of our START Center (a one-stop shop for student enrollment services). Both the START Center and Academic Services one-stop shop are housed in the library, meaning students can go to a single location for support with all enrollment and academic needs.

Initiative #5

Provide 24/7 on-demand, no-cost access to professional tutors.

Status: Fully Implemented

Target: Metric 5: Academic progress rate (second year retention with GPA above 2.0)

Implementation: In August, we signed an agreement with Knack to provide our students with no-cost access to a 24/7, on-demand professional tutoring network.

Evaluation: Through Knack, our students now have access to synchronous and asynchronous support across a wide range of academic subjects. This complements the in-person one-on-one and group tutoring sessions our students can schedule through our Academic Services one-stop shop. While initial student feedback is positive, we will complete a full evaluation of this service (student usage and impact on student educational performance) by the end of the academic year.

Initiative #6

Hire Academic Coaches to support first-year students.

Status: Implemented by May

Target: Metric 5: Academic progress rate (second year retention with GPA above 2.0)

Implementation: We have hired two Senior Academic Coaches. Those Senior Academic Coaches are searching for four additional Academic Coaches to hire by May.

Evaluation: Our Office of New Student Programs has been developing onboarding/training materials for coaches, and has discussed with faculty how to best integrate an Academic Coaching model into our faculty advising system. Results of this initiative will be apparent next year, as incoming students will be assigned academic coaches (on top of faculty advisors and career coaches).

Initiative #7

Close the digital divide by providing at least 300 laptops to incoming students.

Status: Fully Implemented

Target: Metric 5: Academic progress rate (second year retention with GPA above 2.0)

Implementation: We provided 300 laptops to incoming first-year and transfer students in Fall 2023.

Evaluation: With library computer usage down and student academic success up (with the percent of students successfully completing their Fall academic contract increasing from 84% in Fall 2022 to 87% in Fall 2023), early evidence suggests students have benefitted from receiving laptops.

Initiative #8

Invest at least \$5.5M to improve campus life (student activities, including athletics), food accessibility/quality, and capital improvements to residence halls.

Status: Fully Implemented

Target: Metric 5: Academic progress rate (second year retention with GPA above 2.0)

Implementation: Since July 1, New College has invested more than \$5.5M in improvements to campus life, food services, and capital improvements to residence halls.

Evaluation: The list of improvements includes: repairs to elevators; turf added to outdoor study areas; outdoor classroom re-thatched; ACE Student Lounge repainted; 4 Winds Café re-opened with daily food service; Fitness and Wellness Center Improvements; Pool Area Improvements; Robertson Park; added security cameras to protect students; increased funding for primary food service venue; new kitchen equipment; batting cages added; fields added; existing softball field repaired for safety; numerous renovations to all existing active housing facilities; library improvements; funding commitment to increase campus generator capacity and several minor general campus improvements.

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Approval of Sarasota-Manatee Airport Authority Agreement

PROPOSED BOARD ACTION

Approve the purchase and sale agreement with Sarasota-Manatee Airport Authority.

BACKGROUND

Sarasota Manatee Airport Authority (SMAA) is the current landlord and New College is the current tenant pursuant to a collection of leases and assignments originally entered into on October 2, 1957 and June 23, 1966 (the "Leases"). The Leases are set to expire in 2056. Below are the initial proposed terms for the purchase and sale of a portion of the leased property.

- Total price of the property purchase: \$11,500,000.
- The Leases encumber certain real property consisting of approximately 34.82 acres located at 5850 General Dougher Place (Parcel ID 0001110001), 5700 North Tamiami Trail (Parcel ID 0001060003), and 5510 General Twinning Blvd (Parcel ID 0001100006), all situated in Sarasota County, Florida or also known as the eastside of campus.
- NCF desires to acquire a portion of the leased property consisting of approximately 30.94 acres.

Supporting Documentation:

- Purchase and sale agreement

Facilitator(s)/Presenter(s): Bill Galvano, General Counsel

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made as of the ____ day of _____ 2024, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate (“**SMAA**”); and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (“**Trustees**”), for the use and benefit of the **NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES** (“**Acquiring Agency**”). Trustees and Acquiring Agency are referred to collectively as “**College**”. SMAA and College are collectively referred to herein as the “**parties**” (each a “**party**”).

RECITALS

A. SMAA is the current landlord and College is the current tenant pursuant to that certain Lease dated October 2, 1957, by and between SMAA, as landlord, and North Port Shopping Plaza, Inc., a Florida corporation, as tenant, as assigned from North Port Shopping Plaza, Inc. to New College, Incorporated, a Florida corporation pursuant to that Assignment of Leases dated June 26, 1962, as recorded in Official Records Book 477, Page 327, Public Records of Sarasota County, Florida, as further assigned from New College, Incorporated, to the Board of Regents of the State University System of the State of Florida, the successor in interest to College, pursuant to that certain Assignment of Leases dated April 3, 1975, as recorded in Official Records Book 1074, Page 1689 (the “**1957 Lease**”), and that certain Lease dated June 23, 1966, by and between SMAA, as landlord, and New College, Incorporated, a Florida corporation not for profit, as tenant, as recorded in Official Records Book 590, Page 398, of the Public Records of Sarasota County, Florida, as assigned from New College, Incorporated, to the Board of Regents of the State University System of the State of Florida, the successor in interest to College, pursuant to that certain Assignment of Leases dated April 3, 1975, as recorded in Official Records Book 1074, Page 1689, and as amended by that certain Addendum to Lease dated April 28, 1988, by and between SMAA and the Board of Regents, a public corporation of the State of Florida, on behalf of the University of South Florida, the successor in interest to College, as recorded in Official Records Book 2027, Page 2390, Public Records of Sarasota County, Florida (the “**1966 Lease**”). The 1957 Lease and the 1966 Lease are collectively referred to herein as the “**Ground Leases**”.

B. The Ground Leases encumber certain real property consisting of approximately 34.82 acres located at 5850 General Dougher Place (Parcel ID 0001110001), 5700 North Tamiami Trail (Parcel ID 0001060003), and 5510 General Twinning Blvd (Parcel ID 0001100006), all situated in Sarasota County, Florida, more particularly described and depicted therein (the “**Campus**”), which Campus is owned by SMAA.

C. College desires to acquire a portion of the Campus consisting of approximately 30.8 acres (being all of PID 0001110001 and all of PID 0001100006), which portion is

depicted as Parcel 1.0 and Parcel 2.0 in Exhibit "A" attached hereto and will be more particularly described and depicted pursuant to Section 4.1 (the "**Land**").

D. In addition, the parties desire to terminate the Ground Leases for the entire Campus, it being the intent of the parties that SMAA shall hold fee simple title, free and clear from the Ground Leases, of that portion of the Campus that is not being conveyed to College under this Agreement (the "**Retained Land**").

E. College wishes to further obtain the following rights, interests, and personal property with respect to the Land:

- (a) All easements or rights-of-way and appurtenances of any kind owned by the current owner appertaining to the parcel.
- (b) All riparian and littoral rights, if any, of the current owner with respect to the parcel and all of the owner's right, title, and interest in and to any submerged lands or water bodies within the parcel.
- (c) All licenses, permits, authorizations, issued or granted to the current owner by any governmental agency with respect to the parcel, to the extent the same are transferable or assignable (collectively, the "**Licenses**").

F. The Land and the rights, interests, and personal property described in Recital E are collectively referred to herein as the "**Property**."

G. In addition, SMAA desires to obtain, and College has agreed to grant, an avigation easement over certain real property owned by College, as more particularly described herein.

Now, therefore, in consideration of the premises and the mutual covenants hereinafter set forth, SMAA hereby agrees to sell, and College hereby agrees to purchase, the Property upon the following terms and conditions:

ARTICLE 1 PURCHASE PRICE

1.1 Purchase Price. Subject to adjustments and prorations as further set forth herein, the purchase price of the Property is \$11,500,000.00 (the "**Purchase Price**"). The approximate area of the Land is 30.8 acres. The legal description and the exact amount of acreage of the Land will be confirmed during the Inspection Period, as set forth herein.

1.2 Payment of Purchase Price. The Purchase Price will be paid by College in immediately available U.S. funds as follows:

- (a) \$100,000.00 shall be paid as an earnest money deposit (the "**Deposit**") within 5 days of the Effective Date of this Agreement in escrow to Williams Parker

Harrison Dietz and Getzen ("**Escrow Agent**"), 200 South Orange Avenue, Sarasota, FL 34236.

(b) The balance of the Purchase Price shall be paid by wire transfer payable to the trust account of Escrow Agent at the time and place of closing provided in Article 6 and subject to the prorations and adjustments provided in Article 7.

ARTICLE 2 EARNEST MONEY DEPOSIT

2.1 The Deposit. College shall deliver the Deposit to Escrow Agent in accordance with Section 1.2(a). The Deposit shall be held and disbursed in accordance with the escrow provisions set forth in section 2.2, below. The Deposit shall be paid to SMAA at closing and credited against the Purchase Price. SMAA and College agree that a portion of the Deposit equal to \$100.00 (the "**Independent Contract Consideration**") has been bargained for as consideration for SMAA's execution and delivery of this Agreement and for College's right of review, inspection, and termination, and is independent of any other consideration or payment provided for in this Agreement and, notwithstanding anything to the contrary contained herein, is non-refundable in all events.

2.2 Escrow Provisions Regarding Deposit.

(a) Escrow Agent shall hold the Deposit and make delivery of the Deposit to the party entitled thereto under the terms of this Agreement. Escrow Agent shall deposit the Deposit in a non interest bearing account. Upon request of the Escrow Agent, the parties hereto shall supply the Escrow Agent with its Federal Identification Number. SMAA and College agree that the Escrow Agent shall not be responsible for any penalties, loss of principal or interest, or the consequences of a delay in withdrawal of the Deposit and interest accrued thereon (the "**Escrow**"), if any, which may be imposed as a result of the making or the redeeming of the above investment, as the case may be, pursuant to this Agreement. SMAA and College also agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit while the Deposit is in the course of collection or of the Escrow if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

(b) Escrow Agent shall hold the Deposit until the earlier occurrence of (i) the Closing Date (as defined in Section 6.1), at which time the Deposit shall be applied against the Purchase Price, or (ii) the date on which Escrow Agent shall be authorized to disburse the Deposit as set forth in section 2.2(c) below.

(c) If the Deposit has not been released earlier in accordance with section 2.2(b), and either party makes a written demand stating this Agreement has been terminated upon Escrow Agent for payment of the Deposit, or a party is in default, Escrow Agent shall give written notice to the other party of such demand in ac-

cordance with the notice provisions of this Agreement. If Escrow Agent does not receive a written objection from the other party to the proposed payment within 5 days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such 5-day period, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment or arbitrator's decision. However, upon a written demand or default in accordance with this Section 2.2(c), Escrow Agent shall have the right at any time to deposit the Deposit with a court of competent jurisdiction in the state in which the Land is located. Escrow Agent shall give written notice of such deposit to SMAA and College. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(d) SMAA and College (to the extent permitted by law and without waiving sovereign immunity) jointly and severally shall indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

(e) The parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute the sole instructions to Escrow Agent. Escrow Agent shall execute the signature page for Escrow Agent attached hereto with respect to the provisions of this section 2.2; provided, however, that (i) Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on College and SMAA, and the same shall become fully effective upon execution by College and SMAA, and (ii) the signature of Escrow Agent will not be necessary to amend any provision of this Agreement other than this Section 2.2.

(f) Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information, returns and statements regarding the transaction required by the Code including, but not limited to, the tax returns required pursuant to Section 6045 of the Code.

(g) The provisions of this section 2.2 shall survive the termination of this Agreement, and, if not so terminated, the closing of the transaction contemplated hereby.

2.3 Escrow Agent's Representation of SMAA. College acknowledges that Escrow Agent is the law firm that represents SMAA in this transaction. College consents to such continued representation, including representation of SMAA in any disputes that might arise in connection with this Agreement, the transactions contemplated hereby, the Property, the Retained Property, or any matters related to any of the foregoing.

ARTICLE 3 DUE DILIGENCE

3.1 Inspection Period. Subject to the terms of this Article 3, during the time that is 90 days after the Effective Date (the “**Inspection Period**”), College and its agents, contractors, engineers, surveyors, attorneys, and employees (collectively, “**Consultants**”) shall each have the right from time to time to enter onto the Land, as they may deem appropriate, to do the following:

(a) conduct and make any and all customary studies, tests, examinations, inquiries, inspections and investigations (collectively, the “**Inspections**”) of or concerning the land (including, without limitation, engineering and feasibility studies; evaluation of drainage and flood plain; soil tests for bearing capacity and percolation and surveys, including topographical surveys; inspection of title matters; survey work; and site plan work); provided, however, College acknowledges and agrees that the Inspections shall not include an environmental inspection and audit report, which shall be conducted by SMAA pursuant to Section 3.2, below;

(b) confirm any and all matters which College may reasonably desire to confirm with respect to the Property;

(c) ascertain and confirm the suitability of the Property for College’s intended use; and

(d) review the materials set forth in section 3.9

3.2 Environmental Inspection. Notwithstanding anything in Section 3.1 to the foregoing, not later than 10 days prior to the expiration of the Inspection Period, SMAA shall perform and deliver to College an environmental inspection and audit report on the Land (the “**Current Environmental Report**”). College shall, promptly upon SMAA’s written request and delivery of an invoice from the party providing the Current Environmental Report, reimburse SMAA for 50% of the cost of obtaining the Current Environmental Report (which reimbursement obligation shall survive closing of this transaction or earlier termination of this Agreement).

3.3 Appraisals. SMAA and College acknowledge and agree they have each performed appraisals for the Land by independent, professional third party appraisers, which appraisals together support a fair market value of the Land equal to the Purchase Price. In the event College is required by law to obtain any further appraisals for the Land, such appraisals shall be obtained at College’s sole cost and expense and delivered to SMAA no later than 10 days prior to the Inspection Period. In the event the Purchase Price is inconsistent with any appraisal required to be obtained by College by law, College’s sole remedy shall be termination during the Inspection Period.

3.4 Reimbursement for Other Inspections. SMAA may, but is not required to, perform Inspections on the Land. In such a case, SMAA shall provide commercially reasonable prior notice of the Inspection and deliver the results of any Inspection to College. College shall, promptly upon SMAA’s written request and delivery of an in-

voice from the party providing the Inspection, reimburse SMAA for 50% of the cost of obtaining the Inspection (which reimbursement obligation shall survive closing of this transaction or earlier termination of this Agreement).

3.5 Expiration of Inspection Period. Either party shall have the right to terminate this Agreement, in its sole and absolute discretion, at any time on or before 7:00 p.m. (Eastern Time) on the last day of the Inspection Period (the “**Inspection Period Termination Deadline**”). If College or SMAA delivers written notice to the other party terminating this Agreement on or before the Inspection Period Termination Deadline, then (a) Escrow Agent shall return the Deposit to College, less the Independent Contract Consideration (which Escrow Agent shall deliver to SMAA), (b) the terminating party shall pay the cancellation charges, if any, of Escrow Agent and Title Company (as defined in section 4.1), and (c) this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement). If both College and SMAA do not deliver written notice to the other party terminating this Agreement pursuant to this section 3.5, then the Deposit shall be non-refundable, except in the event of SMAA’s default or failure to fulfill College’s Closing Conditions (as defined in section 9.3).

3.6 Conduct of Investigation, Insurance. College’s right to enter onto the land shall be subject to the following terms:

(a) College shall not permit any mechanic’s or materialmen’s liens or any other liens to attach to the Land by reason of the performance of any work or the purchase of any materials by College or any other party in connection with any Inspections conducted by or for College. College shall give SMAA at least 24 hours written notice prior to entry onto the Land and shall permit SMAA to have a representative present during all Inspections conducted at the Land, if previously requested by conveying party.

(b) If the environmental inspection and audit report provided by SMAA includes a reasonable need for any further testing, College may, during the Inspection Period, make minor borings and other samplings of the Land (including, without limitation, soils, and environmental tests), as long as College restores the Land substantially to its existing condition before such samplings (except that College is not required to remediate or repair any pre-existing defect or adverse condition).

(c) Each party shall maintain or shall cause its Consultants to maintain commercially reasonable general liability insurance and worker’s compensation insurance for all their respective employees in accordance with the law of the state in which the land is located

(d) The provisions of this section 3.6 shall survive the termination of this Agreement, and, if not so terminated, shall survive the Closing.

3.7 College Indemnification. To the fullest extent permitted by law and without waiving sovereign immunity, College shall indemnify, defend, and hold harmless SMAA from any expenses, damages, and liabilities, including reasonable attorneys' fees, that SMAA may suffer or incur arising out of any claims for property damage or personal injury, or claims from materialmen or laborers, which in turn arise from the Inspections of the Land conducted by College or College's agents, employees, or contractors. The provisions of this section 3.7 shall survive any termination of this Agreement.

3.8 SMAA Indemnification. To the fullest extent permitted by law and without waiving sovereign immunity, SMAA shall indemnify, defend, and hold harmless College from any expenses, damages, and liabilities, including reasonable attorneys' fees, that College may suffer or incur arising out of any claims for property damage or personal injury, or claims from materialmen or laborers, which in turn arise from any Inspections of any property owned by College conducted by SMAA or SMAA's agents, employees, or contractors. The provisions of this section 3.8 shall survive any termination of this Agreement.

ARTICLE 4 TITLE AND SURVEY REVIEW

4.1 Survey for Land. Within 60 days of the Effective Date of this Agreement SMAA shall obtain and deliver to College a current survey of the Land (the "**Survey**"). The Survey shall be subject to the reasonable approval of SMAA. The Survey shall comply with the provisions of Chapter 61G17-6, Florida Administrative Code, applicable to a land survey, and shall be certified in favor of College, Escrow Agent, and the Title Company. If the Survey shows any violation of restrictions or governmental zoning regulations, any encroachments or overlaps, or evidence of any unrecorded rights or claims of third parties to any portion of the Land or the use thereof, and if College has objection to any such matters, College shall notify SMAA within fifteen (15) days of its receipt of the survey of the matters disclosed by the survey to which College has objection. If College does not give such notice, then the Survey shall be deemed acceptable to College, and College shall accept title to the Land subject to all matters disclosed by the Survey. Any timely objections to the Survey will be treated in the same manner as title objections by College pursuant to Section 4.4. The legal description for the Land shall be updated to match the legal description, as shown on the Survey. Prior to the expiration of the Inspection Period, the parties shall enter into an amendment to this Agreement memorializing their agreement to the legal description of the Land and any change to the Purchase Price for Property in accordance with the foregoing sentence.

4.2 Reimbursement for Survey. College shall, promptly upon SMAA's written request and delivery of an invoice from the party providing the Survey, reim-

burse SMAA for 50% of the cost of obtaining the Survey (which reimbursement obligation shall survive closing of this transaction or earlier termination of this Agreement).

4.3 Title insurance for SMAA Land. No later than 30 days after the Effective Date, SMAA shall obtain a commitment (the “**Title Commitment**”) from Old Republic Title Insurance Company (the “**Title Company**”), for issuance to College of an owner’s title insurance policy relating to the Land with coverage at least equal to the Purchase Price for the Property. If College does not give notice to SMAA of any objections to the conditions and exceptions set forth in the Title Commitment at least 15 days after College’s receipt of the Title Commitment, then the Title Commitment will be deemed acceptable to College, and College will accept title to the Property subject to such covenants, restrictions, easements, and reservations as may be set forth in the Title Commitment. If College gives notice of objections to the conditions and exceptions set forth in the Title Commitment at least 15 days after College’s receipt of the Title Commitment, then SMAA will have the option in its sole and absolute discretion either to (a) satisfy such objections prior to closing or (b) notify College prior to closing that SMAA is unable or unwilling to satisfy such objections. If SMAA gives such notice to College, then College will have the option in College’s sole and absolute discretion either to (i) elect to accept title to the Property subject to the matters to which College has made objection or (ii) elect to terminate this Agreement by delivery of notice to SMAA of such termination. If College elects to terminate this Agreement, all rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

4.4 New Exceptions. If at any time after the expiration of the Inspection Period, any update to the Title Commitment, or if a Survey discloses any additional item, having a material, negative, adverse effect on the Land, which item was not disclosed on any version of the respective Title Commitment or Survey delivered to College during the Inspection Period (the “**New Exception**”), College shall have a period of 5 days from the date of its receipt of such update (the “**New Exception Review Period**”) to review and notify SMAA in writing of the College’s approval or disapproval of the New Exception. If College disapproves of the New Exception (a “**New Objection Notice**”), College may, in College’s sole discretion, notify SMAA as to whether it is willing to cure the New Exception within five (5) days after the expiration of the New Exception Review Period. If SMAA elects to cure the New Exception, SMAA shall be entitled to reasonable adjournments of the Closing Date, not to exceed thirty (30) days after the Closing Date, to cure the New Exception. If SMAA fails to deliver a notice to College as to whether it is willing to cure the New Exception within five (5) days after the expiration of the New Exception Review Period, SMAA shall be deemed to have elected not to cure the New Exception. If conveying party is unwilling or unable to cure the New Exception, acquiring party may, as its exclusive remedy elect either: (i) to terminate this Agreement, in which event, the Deposit (less the Independent Contract Consideration) shall be promptly returned to College or (ii) to waive the New Exception and proceed with the transactions contemplated by this Agreement, in which

event College shall be deemed to have approved the New Exception. If College fails to notify conveying party of its election to terminate this Agreement in accordance with the foregoing clause within 10 days after the expiration of the New Exception Review Period, College shall be deemed to have elected to approve and irrevocably waive any objections to the New Exception. If SMAA indicated the conveying would cure a New Exception, and SMAA fails to cure such New Exception prior to the date that is 30 days after the Closing Date, then College may terminate this Agreement and receive a return of the Deposit (less the Independent Contract Consideration), and all further rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

ARTICLE 5 OPERATIONS AND RISK OF LOSS

5.1 Subsequent Actions. Prior to closing, College and SMAA shall not take or permit any action without the consent of the other party (other than actions authorized under this Agreement, actions required by governmental authorities, or actions otherwise beyond the control of such party) that would in any material, adverse respect, modify the title exceptions set forth in the Title Commitment or alter the condition or zoning of the Land. Prior to closing, each conveying party shall use, operate, and maintain the property that it owns in the same condition as exists as of the Effective Date of this Agreement.

5.2 New agreements. Prior to closing, neither College nor SMAA shall enter into any contract, lease, or tenancy arrangement that will be an obligation affecting the Land or any part thereof subsequent to the closing without the other party's prior written consent.

5.3 Termination of Ground Lease & New Lease. Notwithstanding anything Section 5.2 to the contrary, at closing, the parties shall record a termination of the Ground Lease (the "**Ground Lease Termination**"). In addition, the parties shall enter into two new ground leases (collectively, the "**New Lease**") whereby SMAA shall agree to lease back to College the modular building area located north of General Spaatz Blvd, being a portion of PID 0001060003 and more particularly identified on Exhibit A as Parcel 5.0, for a term of no more than 6 months following the Closing Date. Rent for the New Lease shall be based on a 5% annual rate of return of the appraised value of the leased property, and College shall be required to remove the modular building, at College's sole cost and expense, at the expiration or termination of the New Lease. SMAA and College shall use good faith and reasonable diligence to agree upon the exact terms and conditions for the Ground Lease Termination and New Lease during the Inspection Period, which shall be documented by an amendment to this Agreement. Except as specifically provided in Section 7.2 regarding prorations, College will not receive any credit for past rent payments made under the Ground Lease or New Lease or for any leasehold value of the Retained Property lost as a result of termination of the

Ground Lease.

5.4 Required Easements. During the Inspection Period, SMAA and College shall use good faith and reasonable diligence to agree upon the exact terms and conditions of any easements required by College over the Retained Property or by SMAA over the Property (collectively, the “**Required Easements**”), which shall be documented by an amendment to this Agreement. Notwithstanding the foregoing, the Required Easements shall include a right of SMAA to relocate the easement as reasonably desirable or necessary to facilitate SMAA’s development of the Retained Property. Without limiting the generality of the foregoing, the Required Easements shall include an access and utility easement over the land identified on Exhibit A as Parcel 6.0, being General Spaatz Boulevard and the land immediately south thereof, in favor of College for access to the Land from US-41 (the “**Spaatz Easement**”). The Spaatz Easement shall include the following terms: (i) SMAA shall be responsible for maintaining the easement area and improvements thereon, subject to partial reimbursement by College as set forth therein; (ii) SMAA and College shall share equally in all costs related to the easement area, including maintenance, landscaping, utilities, improvements, and expansion; and (iii) SMAA shall have the sole right to construct improvements on, within, or under the easement area or expand General Spaatz Boulevard, so long as College’s access from US-41 is not eliminated.

5.5 Avigation Easement. At closing, College shall encumber various property owned by College with an avigation easement in the form attached hereto as Exhibit B (the “**Avigation Easement**”). The property encumbered by the Avigation Easement is generally depicted on Exhibit C attached hereto. During the Inspection Period, SMAA shall, at SMAA’s sole cost and expense, obtain sketches and legal descriptions for Parcel A, Parcel B, and Parcel C shown on Exhibit C. The Avigation Easement will be recorded in the Official Records of Sarasota County.

5.6 Damage. Risk of loss of the Property prior to closing will be borne by College. In the event of material damage to the improvements located on the respective properties being acquired prior to closing, College may not terminate this Agreement.

5.7 Condemnation. If any proceeding to take all or any part of the Property is instituted by any body having the power of eminent domain prior to closing, either party may, at such party’s option, terminate this Agreement, in which event all rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

5.8 Survival. The provisions of Sections 5.1 and 5.2 will survive the closing.

ARTICLE 6 CLOSING

6.1 Closing date. Closing will be held 60 days following the expiration of the Inspection Period (“**Closing Date**”). Closing will be held at the offices of Escrow Agent.

However, neither party shall be obligated to physically attend closing unless necessary to carry out the terms hereof.

6.2 SMAA's deliveries at closing. At the closing, SMAA shall deliver the following:

(a) *Deed.* A special warranty deed, executed and acknowledged by SMAA, conveying to College marketable fee simple title to the Land, subject only to applicable real estate taxes and assessments for the year of closing and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of record (the "**Deed**").

(b) *Termination of Ground Leases.* The Ground Lease Termination, executed and acknowledged by SMAA;

(c) *New Lease.* The New Lease, executed by SMAA.

(d) *Assignment of Licenses.* An assignment of licenses executed by SMAA assigning to College, without recourse and with no warranty of any kind, SMAA's interest in the Licenses, if any, applicable to the Property (the "**Assignment**");

(e) *Bill of Sale.* A bill of sale, executed by SMAA, conveying to College, without recourse and with no warranty of any kind, all of SMAA's interest in the Improvements and personal property located on the Property.

(f) *Required Easements.* Any Required Easements, executed and acknowledged by SMAA;

(g) *Avigation Easement.* The Avigation Easement, executed and acknowledged by SMAA.

(h) *Affidavit.* An affidavit, executed by SMAA, satisfying the requirements of the Foreign Investment in Real Property Tax Act and establishing facts sufficient to permit the issuance of a title insurance policy to College for the Property without exception for construction liens, rights of persons in possession, and adverse matters recorded between the effective date of the Title Commitment and the time of recording of the Deed;

(i) *SMAA's certificate.* A certificate, executed by SMAA, certifying that SMAA's warranties and representations set forth in section 8.1 are true and correct in all material respects as of the Closing Date (or stating in what material respects they are not true and correct as of such date);

(j) *Closing statement.* A closing statement, executed by SMAA, accounting for the amounts charged and credited to SMAA in connection with the transactions contemplated by this Agreement;

(k) *Other documents.* Such other documents, executed by SMAA, as may be reasonably required to consummate the transactions contemplated by this

Agreement.

6.3 College's deliveries at closing. At the closing, College shall deliver the following:

(a) *Purchase Price.* The Purchase Price, less the Deposit, plus or minus applicable prorations and adjustments, payable by College by wire transfer into the Escrow Agent's trust account;

(b) *Termination of Ground Leases.* The Ground Lease Termination, executed and acknowledged by College;

(c) *New Lease.* The New Lease, executed by College.

(d) *Assignment of Licenses.* The Assignment, executed by College.

(e) *Required Easements.* Any Required Easements, executed and acknowledged by College;

(f) *Avigation Easement.* The Avigation Easement, executed and acknowledged by College.

(g) *College's certificate.* A certificate, executed by College, certifying that College's warranties and representations set forth in section 8.2 are true and correct in all material respects as of the Closing Date (or stating in what material respects they are not true and correct as of such date);

(h) *Closing statement.* A closing statement, executed by College, accounting for the amounts charged and credited to College in connection with the transactions contemplated by this Agreement;

(i) *Other documents.* Such other documents, executed by College, as may be reasonably required to consummate the transaction contemplated by this Agreement.

6.4 Possession. SMAA shall deliver possession of the SMAA Property to College at the closing. College shall deliver possession of the College Property and the Retained Land to SMAA.

6.5 Disbursement. Upon delivery of all sums and documents described in Sections 6.2 and 6.3 and delivery of possession of the lands by each conveying party, respectively, Escrow Agent shall disburse to SMAA the net sales proceeds.

ARTICLE 7 PRORATIONS AND EXPENSES

7.1 Taxes and assessments. SMAA represents and warrants College that the Land is exempt from general real estate taxes and assessments imposed by governmental authorities. The provisions of this Section 7.1 shall survive the closing.

7.2 Ground Lease Rent. All prepaid rent under the Ground Leases and prepaid

sales taxes on the Ground Leases' rent, if any, shall be returned by SMAA to College at closing. All unpaid rent under the Ground Leases and unpaid sales taxes on the Ground Lease rent shall be paid by College to SMAA at closing. All current rent and other income (and any applicable tax thereon) under the Ground Leases for the month of closing will be prorated as of the Closing Date.

7.3 Closing expenses. In addition to the due diligence items set forth in Article 3, the closing costs shall be paid by the parties as follows:

(a) *By SMAA.* SMAA will pay the 50% of the following costs: (i) documentary tax on the Deed and the Ground Lease Termination, if any; (ii) the premium of the Title Commitment and owner's title insurance policies (including customary closing fees of Escrow Agent); and (iii) the cost of recording the Deed, the Ground Lease Termination, the Avigation Easement, and any Required Easements. SMAA will pay 100% of its own attorney's fees and any costs related to curing title defects, including any costs or prepayment penalties associated with satisfying any existing Monetary Lien encumbering the Property.

(b) *By College.* College will pay the 50% of the following costs: (i) documentary tax on the Deeds and the Ground Lease Termination, if any; (ii) the premium of the Title Commitment and owner's title insurance policies (including customary closing fees of Escrow Agent); and (iii) the cost of recording the Deed, the Ground Lease Termination, the Avigation Easement, and any Required Easements. College will pay 100% of its own attorney's fees.

7.4 Brokers. SMAA and College warrant each to the other that there are no brokers, agents, sales associates, or other persons or entities entitled to a commission or similar fee in connection with the transaction contemplated hereby. If any claim arises for real estate brokerage commissions, fees, or other compensation in connection with either of these transactions in favor of any broker, agent, sales associate, or finder, the party causing such claim, or through whom such claim is made, shall indemnify the other party against any loss, damage, or liability which the other party suffers as a result of such claim. The provisions of this section 7.4 will survive the closing.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 SMAA's representations and warranties. As a material inducement to College to execute this Agreement and consummate the acceptance of the Property, SMAA represents and warrants to College that the following statements are true:

(a) *Authority.* SMAA is duly organized, validly existing and in good standing under the laws of the state of Florida..

(b) *Conflicts and pending actions or proceedings.* There is no agreement to which SMAA is a party or, to SMAA's knowledge, binding on SMAA which conflicts

with this Agreement. There is no action or proceeding pending or, to SMAA's knowledge, threatened against SMAA which challenges or impairs SMAA's ability to execute or perform its obligations under this Agreement.

(c) *Title.* SMAA is the sole legal owner of the Property. The Property is not subject to use agreements, easements, restrictions or claims, contracts, leases, or other obligations, except for the leases with College (including the Ground Lease) and except as set forth in the Public Records of Sarasota County, Florida.

(d) *Environmental.* To SMAA's knowledge, there has been no Release of a Hazardous Substance on or from the Land, or any part thereof, in violation of Environmental Laws. SMAA has not received written notification that it is a potentially responsible party under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as a result of acts or omissions on, or in any manner affecting, the Land. SMAA has not received written notification from any state or local government under any similar provisions of state or local law. For purposes of this Agreement, the term "Hazardous Substance" means any substance identified in Section 101(14) of CERCLA, petroleum (including crude oil or any fraction thereof), polychlorinated biphenyls, or asbestos, and the term "Release" has the meaning given to such term in Section 101(22) of CERCLA. The term "Environmental Laws" includes the Clean Air Act; the Clean Water Act and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act; the Marine Protection, Research, and Sanctuaries Act; the National Environmental Policy Act; the Noise Control Act; the Occupational Safety and Health Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; CERCLA, as amended by the Superfund Amendments and Reauthorization Act and by the Emergency Planning and Community Right-to-Know Act; the Toxic Substance Control Act; and the Atomic Energy Act, all as may have been amended as of the date of this Agreement, together with their implementing regulations and guidelines as of the date of this Agreement. The term "Environmental Laws" also includes all state, regional, county, municipal, and other local laws, regulations, and ordinances that are equivalent or similar to the Federal laws recited above or that purport to regulate Hazardous Substances.

(e) *Withholding obligation.* SMAA's conveyance of the Property is not subject to any Federal, state, or local withholding obligation of College under the tax laws applicable to SMAA or the Property.

(f) *Bankruptcy.* SMAA has not made a general assignment for the benefit of creditors or been adjudicated a bankrupt or insolvent. No receiver, liquidator, or trustee for any of SMAA's properties has been appointed; no petition has been filed by or against SMAA for bankruptcy, reorganization, or arrangement pursuant to the Federal Bankruptcy Act or any similar Federal or state statute; and no proceeding has been instituted for the dissolution or liquidation of SMAA.

(g) *Ground Lease.* The Ground Leases are presently in full force and effect. SMAA and College have performed their respective obligations under the Ground Leases, and SMAA knows of no claims by SMAA or College to the contrary. There are no leasing or other commissions due, nor will any become due, in connection with the Ground Leases or any renewal or extension of the Ground Leases.

(h) *Obligations.* As of the closing, no bills for labor, services, or materials furnished to the Land or the Improvements at the request of SMAA will remain unpaid; provided, however, SMAA makes no representation or warranty regarding any bills for labor, services, or materials furnished to the Land at the request of College;

(i) *Parties in possession.* There are no parties other than College in possession of, or claiming any right to possess, any portion of the Land or the Improvements.

(j) *Litigation.* There is no action, suit, or proceeding, including any condemnation or rezoning proceeding, pending or, to SMAA's knowledge, threatened against or affecting the Property or arising out of the ownership, management, or operation of the Property, this Agreement, or the transaction contemplated hereby.

(k) *Regulations and restrictions.* SMAA has received no notice of violation of applicable laws, regulations, or restrictions pertaining to the Land or the Improvements.

8.2 College's Representations and Warranties. As a material inducement to SMAA to execute this Agreement, College represents and warrants to SMAA the following as of the Effective Date and as of the Closing Date:

(a) *Authority.* College is duly organized, validly existing and in good standing under the laws of the state of Florida.

(b) *No Conflicts.* There is no agreement to which College is a party or, to College's knowledge, binding on College which conflicts with this Agreement. There is no action or proceeding pending or, to College's knowledge, threatened against College which challenges or impairs College's ability to execute or perform its obligations under this Agreement.

(c) *Title.* College is the sole legal owner of the property encumbered by the Avigation Easement.

(d) *Bankruptcy.* College has not made a general assignment for the benefit of creditors or been adjudicated a bankrupt or insolvent. No receiver, liquidator, or trustee for any of College's properties has been appointed; no petition has been filed by or against College for bankruptcy, reorganization, or arrangement pursuant to the Federal Bankruptcy Act or any similar Federal or state statute; and no proceeding has been instituted for the dissolution or liquidation of College.

(e) *Ground Leases.* The Ground Leases are presently in full force and effect. SMAA and College have performed their respective obligations under the Ground Leases, and College knows of no claims by SMAA or College to the contrary. There are no leasing or other commissions due, nor will any become due, in connection with the Ground Leases or any renewal or extension of the Ground Leases.

8.3 Survival. The representations and warranties of College and SMAA set forth in sections 8.1 and 8.2 will survive the closing and delivery of all conveyance documents under this Agreement for a period of one year, and any action brought after such one-year period relating to such representations and warranties shall be barred.

8.4 As Is. It is understood and agreed that except as set forth in this Agreement, SMAA disclaims all warranties or representations of any kind, express or implied, with regard to the Property, including but not limited to warranties as to matters of title (other than as set forth in Deed), zoning, tax consequences, physical or environmental conditions, or any other matter or thing relating to or affecting the land being conveyed. College agrees that it is not relying on, and will not rely on, either directly or indirectly, any representation or warranty of SMAA, or the agents or employees of SMAA, other than as expressly set forth in this Agreement. COLLEGE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR WARRANTIES SET FORTH HEREIN AND IN ANY CLOSING DOCUMENTS, COLLEGE SHALL ACCEPT THE PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION. The terms of this Section 8.4 shall survive the closing hereunder.

ARTICLE 9 CONDITIONS PRECEDENT TO CLOSING

9.1 SMAA's Closing Conditions. SMAA's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent (collectively, "**SMAA's Closing Conditions**"):

(a) *Accuracy of College's Representations.* College's representations and warranties under section 8.2 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and College will so certify. Notwithstanding anything to the contrary, in the event of an inaccuracy or breach of a representation or warranty described herein, College shall have the right to cure such inaccuracy or breach at any time prior to closing.

(b) *College's Performance.* College shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by College on or before the Closing Date, including, without limitation, College's obligations set forth in section 6.3 above.

(c) *Bankruptcy*. College shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 6 months a debtor in any bankruptcy proceeding.

(d) *No Moratoria*. No moratorium, statute, regulation, ordinance, legislation, order, judgment, ruling or decree of any Governmental Authority or of any court shall have been enacted, adopted, issued, entered, or pending which would prohibit the transaction contemplated hereby.

(e) *Board Approval*. This Agreement and the transactions contemplated thereby shall be subject to approval by the governing body for SMAA and the Federal Aviation Administration, which approval may be withheld in their sole discretion. If such approval is not obtained on or before the Closing Date, then this Agreement shall terminate as of the Closing Date and SMAA shall have no obligation to close.

9.2 Failure of SMAA's Closing Conditions. If any of SMAA's Closing Conditions are not met (subject to College's right to cure), SMAA may either (a) waive any of SMAA's Closing Conditions and proceed to closing on the Closing Date with no increase to the Purchase Price, (b) terminate this Agreement, in which case College will receive a return of the Deposit (less the Independent Contract Consideration), or (c) if such failure constitutes a default by College, exercise any of its remedies pursuant to section 10.1 below.

9.3 College's Closing Conditions. College's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent (collectively, "**College's Closing Conditions**"):

(a) *Title Policy*. The Title Company shall unconditionally commit to issue the title policy as described in the Title Commitment.

(b) *Accuracy of SMAA's Representations*. SMAA's representations and warranties under section 8.1 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and SMAA will so certify. Notwithstanding anything to the contrary, in the event of an inaccuracy or breach of a representation or warranty described herein, SMAA shall have the right to cure such inaccuracy or breach at any time prior to closing.

(c) *SMAA's Performance*. SMAA shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by SMAA on or before the Closing Date, including, without limitation, SMAA's obligations set forth in section 6.2 above.

(d) *Bankruptcy*. SMAA shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 6 months a debtor in any bankruptcy proceeding.

(e) *No Moratoria.* No moratorium, statute, regulation, ordinance, legislation, order, judgment, ruling or decree of any Governmental Authority or of any court shall have been enacted, adopted, issued, entered, or pending which would (i) have a material adverse effect on the value of the Property, (ii) prohibit the transaction contemplated hereby.

(f) *Board Approval.* This Agreement and the transactions contemplated thereby shall be subject to approval by the board of directors for Acquiring Agency and the State of Florida, which approval may be withheld in their sole discretion. If such approval is not obtained on or before the Closing Date, then this Agreement shall terminate as of the Closing Date and College shall have no obligation to close.

9.4 Failure of College's Closing Conditions. If any of College's Closing Conditions are not met (subject to SMAA's right to cure), College may either (a) waive any of College's Closing Conditions and proceed to closing on the Closing Date with no offset or deduction from the Purchase Price, (b) terminate this Agreement and receive a return of the Deposit (less the Independent Contract Consideration), or (c) if such failure constitutes a default by SMAA, exercise any of its remedies pursuant to section 10.2 below.

ARTICLE 10 DEFAULTS AND REMEDIES

10.1 College Default. Time is of the essence of College's obligations hereunder. If College fails to comply with any of its obligations hereunder which are required to be performed at or prior to closing, and such failure continues for 10 days after delivery of written notice thereof from SMAA to College, SMAA, at SMAA's option, shall be entitled to: (a) terminate this Agreement, in which event (i) the Deposit, less the Independent Contract Consideration (which Escrow Agent shall deliver to SMAA), shall be retained by SMAA in full settlement of any claim because the actual damages cannot be ascertained, (ii) College shall pay any cancellation charges of Escrow Agent (not to exceed \$1,000.00), and (iii) both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement; or (b) pursue and obtain specific performance of College's obligations hereunder (without the necessity of proving irreparable harm or posting any security), including to purchase the Property as provided herein.

10.2 SMAA Default. Time is of the essence of SMAA's obligations hereunder. If SMAA fails to comply with any of its obligations hereunder which are required to be performed at or prior to closing, and such failure continues for 10 days after delivery of written notice thereof from College to SMAA, College, at College's option, shall be entitled to: (a) terminate this Agreement, in which event (i) the Deposit, less the Independent Contract Consideration (which Escrow Agent shall deliver to SMAA), shall be returned to College, (ii) SMAA shall pay any cancellation charges of Escrow Agent, and (iii) both parties shall be discharged from all duties and performance here-

under, except for any obligations which by their terms survive any termination of this Agreement; or (b) pursue and obtain specific performance of SMAA's obligations hereunder (without the necessity of proving irreparable harm or posting any security), including to convey the Property as provided herein.

10.3 Waiver of Certain Remedies. Notwithstanding any contrary provision contained herein, SMAA and College hereby waive any right to consequential, punitive, or exemplary damages.

ARTICLE 11 MISCELLANEOUS

11.1 Parties bound. This Agreement will be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

11.2 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

11.3 Invalidity and waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable the remainder of this Agreement will be deemed valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Except to the extent provided otherwise herein, the failure by either party to enforce against the other any term or provision of this Agreement will not constitute a waiver of such party's right to enforce against the other party the same or any other such term or provision.

11.4 Governing law. This Agreement will, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Florida.

11.5 Venue. Any legal proceeding to construe or enforce this Agreement must be brought in the Twelfth Judicial Circuit of the State of Florida in and for Sarasota County, Florida. College and SMAA submit to the jurisdiction of this court.

11.6 Entirety and amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings relating to the Property and the Retained Land. This Agreement may be amended or supplemented only by an instrument in writing executed by both parties. The Recitals are true and correct and are incorporated into this Agreement by this reference.

11.7 Attorney's fees. In any proceeding to construe or enforce this Agreement, the losing party shall pay the prevailing party all reasonable costs, charges, and expenses, including attorney's fees for trial and appellate proceedings, expended or in-

curred in connection therewith.

11.8 Indemnification. To the extent permitted by law and without waiving sovereign immunity, any obligation contained herein to indemnify a party includes indemnification against any attorney’s fees incurred by such party in connection with trial or appellate proceedings.

11.9 Construction. The parties acknowledge that the parties and their counsel have participated in the drafting of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Whenever required by the context, the singular number includes the plural, the plural number includes the singular, and the use of any gender includes all genders. When the word “including” (or some derivation thereof, such as “includes”) is used in this Agreement to refer to something that, in that context, may be part of a larger group of similar items, the reference is without limitation, and it should be interpreted as if followed by “but not limited to,” “without limitation,” or appropriate equivalent language for the context.

11.10 Notices. All notices required or permitted hereunder must be in writing and must be served on the parties at the following addresses:

If to SMAA: Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, Florida 34243
Email: _____

With a copy to: Williams Parker Harrison Dietz & Getzen
200 S. Orange Avenue
Sarasota, Florida 34236
Attn: Kyle D. Elliott, Esq.
Email: kelliott@williamsparker.com

If to Trustees: _____

Email: _____

With a copy to: _____

Email: _____

If to Acquiring Agency: President Richard Corcoran
New College of Florida
5800 Bay Shore Road
Sarasota, Florida 34243
Email: rcorcoran@ncf.edu

With a copy to: Bill Galvano, General Counsel
1023 Manatee Avenue West
Bradenton, Florida 34205
Email: bgalvano@grimesgalvano.com

Any such notices must be (a) sent by certified mail, return receipt requested, (b) sent by overnight delivery using a nationally recognized overnight courier, (c) sent by telephone facsimile or electronic transmission, or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party, but no notice of a change of address will be effective until actual receipt of such notice.

11.11 Required disclosures. Florida law requires the following notifications to be included with this Agreement: RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

11.12 Time. Time is of the essence in the performance of this Agreement. Any time ending on a Saturday, Sunday, or national legal holiday will be extended until 5:00 p.m. of the next business day.

11.13 Execution in counterparts. This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages. All such counterpart signature pages will be read as though one, and they will have the same force and effect as though all the signatories have signed a single signature page.

11.14 Facsimiles. The parties may evidence their acceptance of this Agreement by facsimile or electronic transmission of a copy of this Agreement bearing the respective party's signature, and such facsimile or electronic copy will be binding for all purposes as fully as a copy bearing the original signature of such party.

11.15 Effective date. This Agreement will be effective as of the last date upon which each of the parties has executed this Agreement (the “**Effective Date**”).

[Signature page follows]

In witness whereof, SMAA has caused this Agreement to be executed on the dates indicated below.

Signed by SMAA on
_____, 2023

**SARASOTA MANATEE AIRPORT
AUTHORITY**, a body politic and corporate

By: _____
Frederick J. Piccolo, as its President/CEO

SMAA

**Approved as to Form & Legality for
Sarasota Manatee Airport Authority**

Charles D. (Dan) Bailey, Jr., Esq.
General Counsel, Williams Parker

In witness whereof, Trustees and Acquiring Agency have caused this Agreement to be executed on the dates indicated below.

Signed by Trustees on _____, 2024

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

By: Division of State Lands of the Florida Department of Environmental Protection

By: _____
Print Name: _____
As its: _____

TRUSTEES

Signed by Acquiring Agency on _____, 2024

NEW COLLEGE OF FLORIDA

By: _____
Print Name: _____
As its: _____

ACQUIRING AGENCY

ESCROW AGENT’S SIGNATURE PAGE

The undersigned executes the Agreement to which this signature page is attached for the purpose of agreeing to the provisions of section 2.2 of the Agreement, and hereby establishes _____, 2023 (the “**Escrow Receipt Date**”), as the date of opening of escrow and designates _____ as the escrow number assigned to this escrow.

ESCROW AGENT:

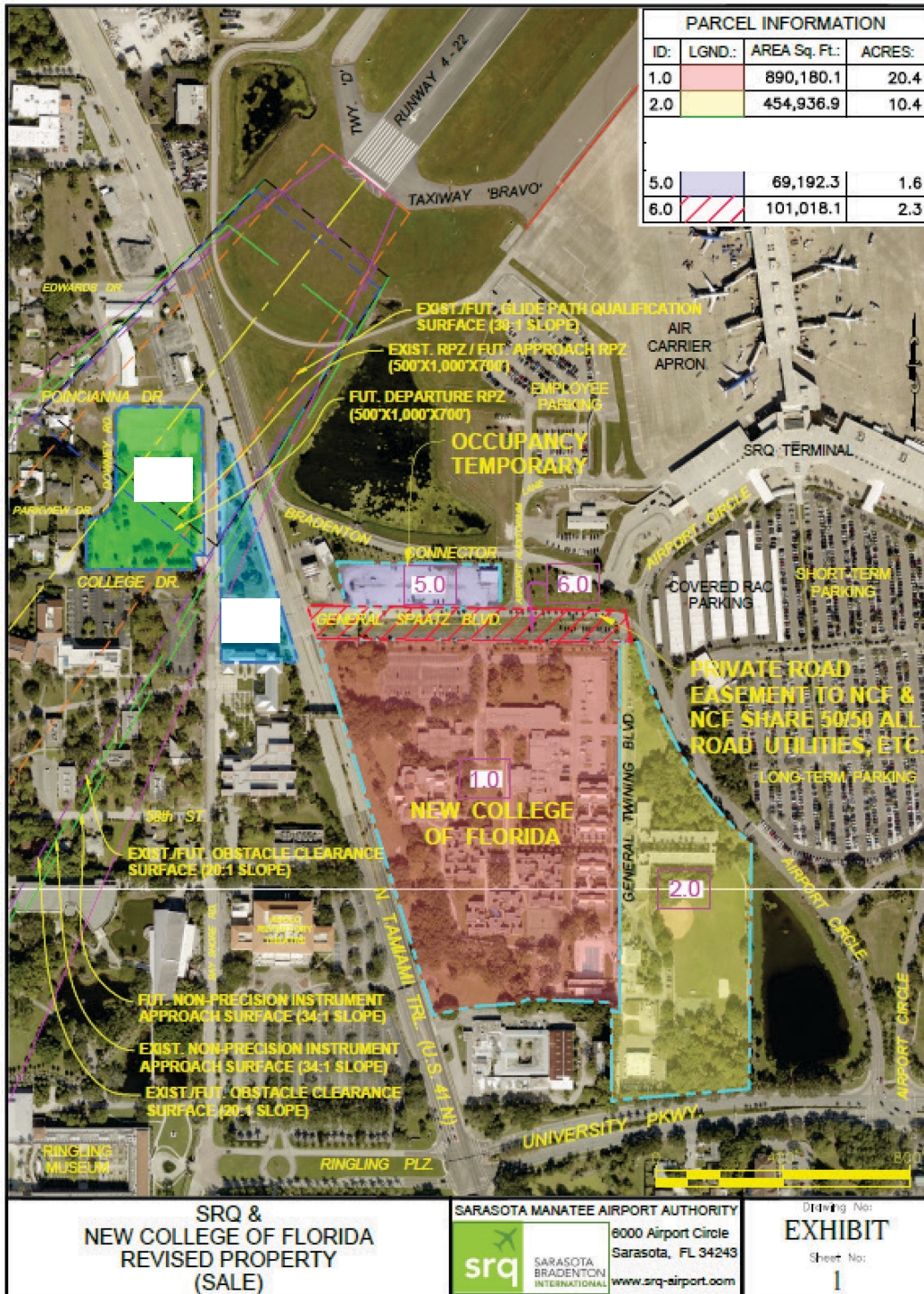
WILLIAMS PARKER HARRISON DIETZ & GETZEN

By: _____

Name: _____

Title: _____

EXHIBIT "A"
The "Land"



The Land is shown as Parcel 1.0 and Parcel 2.0.
 The New Lease will encumber Parcel 5.0.
 The Spatz Easement will encumber Parcel 6.0.

EXHIBIT "B"

The "Avigation Easement"

Record \$ _____
Doc Tax \$ _____

Prepared by and return to:
Charles D. (Dan) Bailey, Jr., Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into this _____ day of _____, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES**, whose address is 107 West Gaines Street, Tallahassee, Florida 32301, hereinafter referred to as "Owner," in favor of **SARASOTA-MANATEE AIRPORT AUTHORITY**, a body politic and corporate, organized, and existing under the laws of the State of Florida, whose address is 6000 Airport Circle, Sarasota, Florida 34243-2105, hereinafter referred to as "Authority", hereinafter collectively referred to as the "Parties".

RECITALS:

A. Owner is the fee simple titleholder to certain real property ("Property") located in Sarasota County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto

B. Authority is the owner and operator of the Sarasota-Bradenton International Airport ("Airport").

C. It is the purpose of this Easement Agreement to grant to Authority a perpetual avigation easement, on terms as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged by both parties, Owner and Authority agree as follows:

1. Owner on behalf of Owner and its heirs, assigns and all successors in interest, does hereby grant, bargain, sell and convey to Authority, its successors and assigns, a perpetual avigation easement and right of flight directly and diagonally above, across and over the Property, which Property is identified as Parcel A, Parcel B and Parcel C, on the attached Exhibit A to this Easement. The use of the easement shall include the right to generate and emit noise, vibrations, dust and fuel particles from engines, wind, and aircraft, to display aircraft landing lights, and to cause other effects as may be associated with aircraft landing and taking off at the Airport. This easement shall apply to all such aircraft activity at the Airport, with the parties acknowledging that the level of activity may increase or decrease from time to time, and it being

the intent of the parties that all such Airport activity regardless of the level shall be deemed to be included within the purview of this easement.

2. Parcel A. For that property identified as Parcel A on the attached Exhibit A, Owner shall provide on or before the last day of the thirty-sixth (36th) month immediately following the execution of this Easement by the Parties hereto, and shall continually maintain uninterrupted thereafter throughout the life of this Easement, as the same may, from time-to-time, be amended, modified, superseded, or replaced by the Parties, an unobstructed surface thereon and shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the Property any form of natural or man-made obstruction above the surface of the ground, including but not limited to, the construction of residential, commercial or industrial buildings, fuel handling and storage facilities, poles or antennas, smoke-generating activities, or places of public assembly, such as churches, schools, parks, office buildings, shopping centers, stadiums or athletic fields. In the event that the Owner all suffers to remain upon the Property over which said easement and right of flight is situated any obstruction as defined above after said date, the Authority shall have the right, at its sole option after giving five (5) days notice to Owner, to remove any such obstruction or to mark and light any obstruction, and to use any and all means necessary to effectuate such right. In the event the Runway Protection Zone, as prescribed in the U.S. Department of Transportation, Federal Aviation Administration, AC 150/5300-13, as currently in effect and as the same may, from time to time, be amended, modified, superseded, or replaced, hereinafter the FAA Regulation, located within the Property over which said easement and right of flight is situated is reduced for any reason, Parcel A shall likewise be reduced by an equivalent amount and Parcel B shall expand by an equivalent amount upon written notice from the Authority to Owner, without the need for a written amendment to this Easement.

3. Parcel B. For that property identified as Parcel B on the attached Exhibit A, Owner shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the Property over which said easement and right of flight is situated, any bush, shrub, tree, pole, fence, building, structure, or other obstruction of any kind or nature whatsoever which the Authority shall determine now extends, or which may at any time on the date hereof or in the future extend, into the airspace above the Property to an elevation exceeding that elevation prescribed in Part 77 of the Federal Aviation Administration Regulation, 14 Code of Federal Regulation §77.1 et. seq., as currently in effect and as the same may, from time to time, be amended, modified, superseded, or replaced, hereinafter the “FAA Regulations.” In the event that the Owner permits or suffers to remain upon the Property over which said easement and right of flight is situated any obstruction as defined above, the Authority shall have the right, at its sole option after giving five (5) days’ notice to Owner, to remove any such obstruction or to mark and light any obstruction, and to use any and all means necessary to effectuate such right.

4. Parcel C. For that property identified as Parcel C on the attached Exhibit A, provided each person operating an aircraft complies with any routes or altitudes specifically prescribed by the FAA, Owner shall provide a right of flight above, across and over the Property without undue hazard at altitudes equivalent to or less than the minimum altitudes prescribed by 14 CFR, §91.119, when necessary for the emergency or non-emergency takeoff or landing of aircraft at the Airport.

5. Parcel D. For that property identified as Parcel D on the attached Exhibit A, except for any obstructions (i.e., buildings, landscaping, facilities, antennas, and other obstruc-

tions) which exist as of the date of this Easement, Owner shall provide and shall continually maintain uninterrupted thereafter throughout the life of this Easement, as the same may, from time-to-time, be amended, modified, superseded, or replaced by the Parties, an unobstructed surface thereon and shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the Property any form of natural or man-made obstruction above the surface of the ground, including but not limited to, the construction of residential, commercial or industrial buildings, fuel handling and storage facilities, poles or antennas, smoke-generating activities, or places of public assembly, such as churches, schools, parks, office buildings, shopping centers, stadiums or athletic fields. In the event that the Owner suffers to remain upon the Property over which said easement and right of flight is situated any new obstruction as defined above, the Authority shall have the right, at its sole option after giving five (5) days notice to Owner, to remove any such new obstruction or to mark and light any obstruction, and to use any and all means necessary to effectuate such right. Notwithstanding the foregoing, Owner shall not be required to remove any obstructions existing as of the date of this Easement. However, in the event any such preexisting obstruction is impaired or destroyed by any means, including by casualty, intentional act, or otherwise, to an extent of more than 50 percent of its actual replacement cost at time of impairment or destruction, or becomes functionally obsolete or inhabitable to an extent of more than 50 percent of its actual replacement cost at time of impairment or destruction it shall not be reconstructed, it shall not be reconstructed, and Owner shall, no later than 90 days after the date of the impairment or destruction, cause the underlying land to be unobstructed pursuant to the terms of this Section 5 (and if Owner fails to do so, the Authority shall have the right to do so as set forth in this Section 5). In addition, no such preexisting obstruction may be enlarged or altered beyond the height and footprint of the obstruction existing as of the date of this Easement. In the event the Runway Protection Zone, as prescribed in the U.S. Department of Transportation, Federal Aviation Administration, AC 150/5300-13, as currently in effect and as the same may, from time to time, be amended, modified, superseded, or replaced, hereinafter the FAA Regulation, located within the Property over which said easement and right of flight is situated is reduced for any reason, Parcel D shall likewise be reduced by an equivalent amount and Parcel B shall expand by an equivalent amount upon written notice from the Authority to Owner, without the need for a written amendment to this Easement.

6. Owner shall not hereafter use, cause or permit to be used, or suffer use of the Property in such a manner as to create electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Airport and aircraft, or to make it difficult for the operators of aircraft to distinguish between Airport and regularly installed air navigation lights and visual aids and other lights, or so as to result in glare in the eyes of operators of aircraft, or to impair visibility in the vicinity of the Airport, or to otherwise endanger approaching, landing upon, taking off from, maneuvering about or operating of aircraft on, above and about the Airport. If the Owner hereafter uses, causes or permits to be used, or suffers use of the Property in violation of this paragraph 5, Authority shall have the right, with or without instituting legal action, after giving five (5) days' notice to Owner, to enter onto the Property, and use any and all means necessary to terminate such activity, including removing any natural obstruction, man-made obstruction, or instrumentality described above. Without limiting the generality of the foregoing, Authority may institute in any court of competent jurisdiction an action to prevent, restrain, correct, or abate such violation.

7. This easement shall be perpetual in nature and shall bind and run with the title to the Property and shall run to the benefit of Authority or its successor in interest as owner and operator of the Airport forever.

8. To the extent permitted by law, but without waiver of sovereign immunity, Owner on behalf of Owner, its heirs, assigns and successors in interest, does hereby release and hold harmless the Authority, and any and all related parties of Authority, including but not limited to Authority members, officers, managers, agents, servants, employees and lessees, from any and all claims, demands, damages, debts, liabilities, costs, attorneys' fees or causes of action of every kind or nature for which Owner or its heirs, assigns, or successors currently have, have in the past possessed, or will in the future possess, as a result of Airport operations or aircraft activities or noise levels related to or generated by Airport activity, or may hereafter have as a result of use of this easement, including but not limited to damage to the above-mentioned property or contiguous property due to noise, vibrations, fumes, dust, fuel particles and other effects of the operation of the Airport or of aircraft landing or taking off at the Airport.

9. Should either party hereto or any of their successors or assigns in interest retain counsel to enforce any of the provisions herein or protect its interest in any matter arising under this Easement Agreement, or to recover damages by reason of any alleged breach of any provision of this Easement Agreement, the prevailing party shall be entitled to all costs, damages and expenses incurred including, but not limited to, attorneys' fees and costs incurred in connection therewith, including appellate action.

10. No provision of this Easement Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision. This agreement shall be interpreted and construed according to the laws of the State of Florida.

11. No breach of any provision of this Easement Agreement may be waived unless in writing. Waiver of any one breach of any provision of this Easement Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Easement Agreement. This Easement Agreement may be amended only by written instrument executed by the parties in interest at the time of the modification. If any one or more covenant, condition or provision contained herein is held invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Easement Agreement and shall in no way affect, impair or invalidate any other provision hereof so long as the remaining provisions do not materially alter the rights and obligations of the parties. If such condition, covenant or other provision shall be deemed invalid due to this scope or breadth, such covenants, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. In the event the Airport shall be subdivided into more than one parcel, or the Airport or a portion thereof becomes subject to operations, management or administration by a party in addition to or in lieu of the Authority, then and in that event the parties agree that same shall not terminate or otherwise affect this Easement Agreement so long as a portion of the Airport continues to operate for standard airport flight purposes, and that any such successor in interest to the Authority shall be entitled to all of the benefits running to Authority hereunder.

12. Owner hereby covenants with Authority that Owner is lawfully seized of said property in fee simple; that it is free of encumbrances except as above stated; that Owner has good right and lawful authority to convey this easement. Owner does hereby warrant title to the easement and will defend the same against the lawful claim of all persons whomsoever.

[Signature page follows]

THIS EASEMENT AGREEMENT is executed as of the date first above written.

Signed, sealed, and delivered.
in the presence of:

SARASOTA-MANATEE AIRPORT
AUTHORITY

Signature of Witness

By: _____
As its _____

Print Name of Witness

“Authority”

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

“Owner”

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by _____, as _____ of SARASOTA-MANATEE AIRPORT AUTHORITY, a body politic and corporate. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ who personally known to me or who has produced _____ identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

Exhibit "A"

(To Avigation Easement)

[Legal description to be provided by Authority during Inspection Period per Purchase and Sale Agreement]

EXHIBIT "C"

College's Land Encumbered by the Avigation Easement

Parcel A:



Parcel A is shown as the areas in green and blue, above.

The Runway Protection Zone is outlined in purple.

Parcel B:



Parcel B is shown as the portion of the College campus, outlined in red, located within the Part 77 cone, shown in white.

The boundaries of Parcel B shall be the points of intersection between the College campus and the Part 77 cone.

Parcel C:



Parcel C is shown as the area outlined in red, being the College's campus, including the Land.

Parcel D:



Parcel D is the area shown in yellow, being the portion of the College's campus inside the Runway Protection Zone that is not otherwise included in Parcel A.

The Runway Protection Zone is outlined in purple.

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Approve Manatee County Donation Agreement

PROPOSED BOARD ACTION

Approve the Manatee County Donation agreement.

BACKGROUND

- Manatee County purchased the Powel Crosley Estate, a total of 16.5+ bayfront acres, in 1991.
 - The 8+ acres south of the Powel Crosley boat basin, including the mansion, has become a successful special event facility that draws many out-of-town customers.
 - The acreage north of the boat basin has been underutilized and the County is approved the use and donation agreement on February 13, 2024 to donate the nine (9) acres to New College of Florida pursuant to Florida Statutes, Chapter 125, County Government.
-

Supporting Documentation:

- Use agreement
- Donation agreement

Facilitator(s)/Presenter(s): Bill Galvano, General Counsel

USE AGREEMENT

THIS USE AGREEMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2024 (the “Effective Date”) by and between **NEW COLLEGE OF FLORIDA**, a public body corporate, having an address at 5800 Bay Shore Road Sarasota, FL 34243 (“NCF”) and **MANATEE COUNTY**, a political subdivision of the State of Florida, having an address at 1112 Manatee Avenue West, Bradenton Florida 34205 (“Manatee”). NCF and Manatee are sometimes individually referred to as a “Party” and together referred to as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to a Donation Agreement dated _____, (the “Donation Agreement”), Manatee will transfer to NCF that certain parcel of land (the “Parcel”) as more particularly described on “Exhibit A” attached hereto and made a part hereof; and

WHEREAS, NCF shall use the Parcel in support of its public educational mission. Such use may include, but not be limited to, academic buildings, student support buildings, student residential space, recreation space, research buildings, or other such uses that support the success of NCF students; and

WHEREAS, as consideration for the transfer of the Parcel, Section 6(c) of the Donation Agreement requires the Parties to enter into this Agreement reflecting the uses as set forth below; and

Now therefore, in consideration of the mutual promises and covenants herein contained, it is mutually covenanted and agreed by the Parties hereto as follows:

1. The Parties agree that certain section of the Parcel as set forth on the site plan attached on “Exhibit B” attached hereto and made a part hereof shall be held as greenspace (the “Greenspace”). The Parties agree that development for footpaths, recreational uses, or other additional ancillary uses to enjoy and secure the Greenspace are expressly permitted. This section in no way limits NCF from building docks or from undertaking any other development to aid in the use and enjoyment of the waterway. NCF understands and agrees that the Parcel is encumbered by all matters of record. Furthermore, only passive recreation is permitted to protect the existing seagrass.
2. At such time as NCF constructs improvements on the Parcel, NCF agrees to extend the existing multi-purpose trail so that it connects the neighborhoods to the north and south of the NCF campus and to allow the trail to be available to the public.
3. NCF agrees that any future improvements on the Parcel shall be reasonably compatible with the existing architecture style.

4. NCF agrees that any future improvements on the Parcel will be subject to a height limit of four (4) stories.
5. NCF shall install a control fence at the southern end of the Parcel adjacent to the Powel Crosley estate as more particularly set forth on "Exhibit B." The fence shall be consistent with the existing fence design of the Powel Crosley Estate.
6. NCF understands and agrees that the County has an interest in protecting the use and enjoyment of the Manatee owned Powel Crosley Estate and that due to the proximity of this Parcel to the Powel Crosley Estate, NCF shall comply with the following for the protection of events at the Powel Crosley Estate:
 - a. NCF shall submit a written request and seek pre-approval in writing by Bradenton Area Convention and Visitors Bureau (BACVB) Executive Director or Designee for any outdoor concert, theater, or amplified sound events. Request for approval shall be submitted at least one-month prior to event date. Approval shall not be unreasonably withheld by the BACVB.
 - b. NCF shall submit written request and seek written pre-approval for onsite fireworks or pyrotechnic shows from BACVB Executive Director or Designee. NCF shall use licensed pyrotechnician and meet any and all permitting requirements. Request for approval shall be submitted at least one-month prior to event date.
 - c. Barged fireworks require Manatee permitting and notification to the FAA. NCF shall alert BACVB Client Services Team of its permitting approval at least fifteen (15) days prior to firework event.
 - d. NCF Campus Police Department shall be responsible for the removal of all students or staff who trespass onto Manatee County/ Powel Crosley Estate property. NCF shall be responsible for all no-trespassing signage. BACVB Executive Director or Designee can request additional no-trespassing signage, as needed, to be supplied in a timely manner by NCF.
 - e. NCF shall comply with all provisions of the Manatee County Code of Ordinances, including but not limited to Chapter 2-21, Article 11, "Noise."
7. NCF will not excavate under bay tree canopy just north of the southern control fence to protect pine and oak trees from shock, unless NCF receives an opinion from a qualified arborist that such excavation would have no impact to the pine and oak trees or any impact to the pine and oak trees could be mitigated and NCF takes such actions as is necessary for mitigation.
8. When not in use by NCF, NCF will allow the use of campus parking for Powel Crosley Estate events. The Parties agree that any NCF use of the parking areas takes priority over any possible shared use. The Parties acknowledge future growth of the NCF campus may cause this shared use of the parking area to

become impractical in the future. The Parties agree to terminate the foregoing shared use expectation at NCF's reasonable request.

9. In the event NCF completes the construction of an educational facility on the Parcel, and prior to such time students/ NCF employees take occupancy of such educational facility, NCF will construct a security wall on the northern property line as set forth on "Exhibit B." The security wall shall be designed to be reasonably consistent with the existing wall design on the southern property line.
10. In the event NCF fails to use the Parcel in support of its public educational mission or in compliance with this Use Agreement, NCF hereby shall offer to transfer the Parcel back to Manatee County, and Manatee County shall have the first right of refusal, prior to converting it to any other use or offering the Parcel for sale. Manatee County has one hundred eighty (180) days to respond to such offering in writing to NCF, or Manatee County is deemed to have declined to accept the offer. The foregoing notwithstanding, this section shall immediately terminate upon the occurrence of earliest of the following events: (i) NCF invests any monies in developing the Parcel for its public educational mission; or (ii) five (5) years from the Effective Date of this Agreement.
11. NCF shall not design or allow construction of any structures over or within the utility easement dedicated to the County.

Miscellaneous.

1. Choice of Law; Venue. This Agreement shall be construed, interpreted, and enforceable by the laws of the State of Florida. The venue for any matters arising out of or in connection with this Agreement shall only be in the Circuit Court in and for the County of Manatee, State of Florida.
2. Effective Date; Filing Duties. This Agreement shall be effective and enforceable as of the Effective Date first written above. A fully executed copy of this Agreement shall be filed with the Clerk of Circuit Court of Manatee County. As the last adopting agency, the County shall be responsible for filing the Agreement with the Clerk, and incurring any fees associated therewith.
3. No Relationship. Nothing contained herein is intended, or should be construed, as creating or establishing the relationship of partners or agents between New College and Manatee or as constituting either Party as the agent or representative of the other for any purpose or any matter whatsoever. Neither Party shall be authorized to bind the other to any contracts or other obligations.
4. No Third-Party Beneficiary. It is expressly agreed that neither NCF nor Manatee shall have the right to assign this Agreement or delegate any obligation under this Agreement without the written consent of the other Party.

5. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties.
6. Severability. If any of the provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement. Sections of this Agreement concerning a Parties' rights and obligations which by the content of the Section operate after termination or which are necessary to enforce any right will survive the termination or expiration of this Agreement.
7. Remedies. Each Party hereto shall have such remedies as are available pursuant to applicable law or in equity for any breach or non-performance by the other party, including without limitation the remedy of specific performance.
8. Notices: All notices, requests, demands or other communications hereunder shall be in writing and deemed to have been given only if and when hand-delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service) or certified or registered mail, return receipt requested, through the United States Postal Service with sufficient postage prepaid, to the Parties hereto at their respective addresses set forth below or such other address as either Party shall designate by notice pursuant to this paragraph.

NEW COLLEGE OF FLORIDA

Richard Corcoran
President
5800 Bay Shore Road
Sarasota, Florida 34243
941-487-5000
Email: rcorcoran@ncf.edu

With Copy to:

Office of the General Counsel
William Galvano, Esq.
1023 Manatee Ave W
Bradenton, FL 34205
941-748-0151
Email: bgalvano@ncf.edu

With Copy to:

NCF closing agent.

MANATEE:

Manatee County Administration
ATTN: County Administrator
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501 x 3468
(941) 745-3790 (facsimile)

With Copy to:

Manatee County Attorney's Office

ATTN: County Attorney
1112 Manatee Avenue West
Bradenton, Florida 34205, Suite 969
(941) 748-4501 x 3750
(941) 749-3089 (facsimile)

It is expressly understood and agreed to between the Parties that counsel for the NCF and Manatee are authorized to give notice on behalf of their respective clients.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the day and year first above written.

Signed, sealed, and delivered in the presence.
of two witnesses as required by law.

"NCF"

**NEW COLLEGE OF FLORIDA BOARD
OF TRUSTEES**, a public body corporate

First Witness Signature

First Witness Printed Name

By: _____
Print Name: _____
Print Title: _____
Date: _____

Second Witness Signature

Second Witness Printed Name

"MANATEE"

MANATEE COUNTY, a political
subdivision of the State of Florida

**By: its Board of County
Commissioners**



By: _____
Chairperson

Date: February 13, 2024

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Deth DC
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION - REAL PROPERTY

Exhibit "A"

Description and Sketch

(NOT A SURVEY)

DESCRIPTION: A portion of that parcel recorded in Official Records Book 1345 Page 1337 of the Public Records of Manatee County, Florida, being in Section 35 Township 35 South, Range 17 East and being more specifically described as follows:

COMMENCE at the Southeast corner of said parcel; thence N00°24'47"E, 338.39 feet along the easterly boundary line of said parcel to the POINT OF BEGINNING; thence N89°41'19"W, 47.25 feet; thence N59°28'57"W, 120.92 feet; thence N23°58'45"W, 211.74 feet; thence S89°57'47"W, 497.51 feet to the waters of Sarasota Bay; thence northerly along said water the following (5) calls: (1) N20°11'21"W, 177.94 feet; (2) N31°13'46"W, 249.53 feet; (3) N00°37'05"E, 24.86 feet; (4) S87°33'58"W, 44.56 feet; (5) N00°52'36"E, 15.22 feet to the northerly boundary line of said parcel; thence S89°54'03"E, 974.63 feet along said northerly boundary line to said easterly boundary line; thence S00°24'47"W, 671.70 feet along said easterly boundary line to the POINT OF BEGINNING.

Containing 391959 square feet, or 9.00 acres more or less

RESERVED TO MANATEE COUNTY: Drainage Easement, Official Record Book 1036, page 2246.

NOTES:

1. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The basis of bearings is the is Easterly Boundary Line of Parcel recorded in Official Records Book 1345, page 1337 which bears S00°24'47"W (Grid).
5. The Description on page 1 is incomplete without the Sketch on Page 2.



Todd E. Boyle
Todd E. Boyle, R.S.M.
Florida Registered Surveyor & Mapper, 6047

4/23/2020
Date

Drawing Path:
S:\SURVEY\2019 Jobs\
20190404_Crosely Estate
_USF - Description and
Sketch\CAD_DWG's

Sheet: 1 OF 2

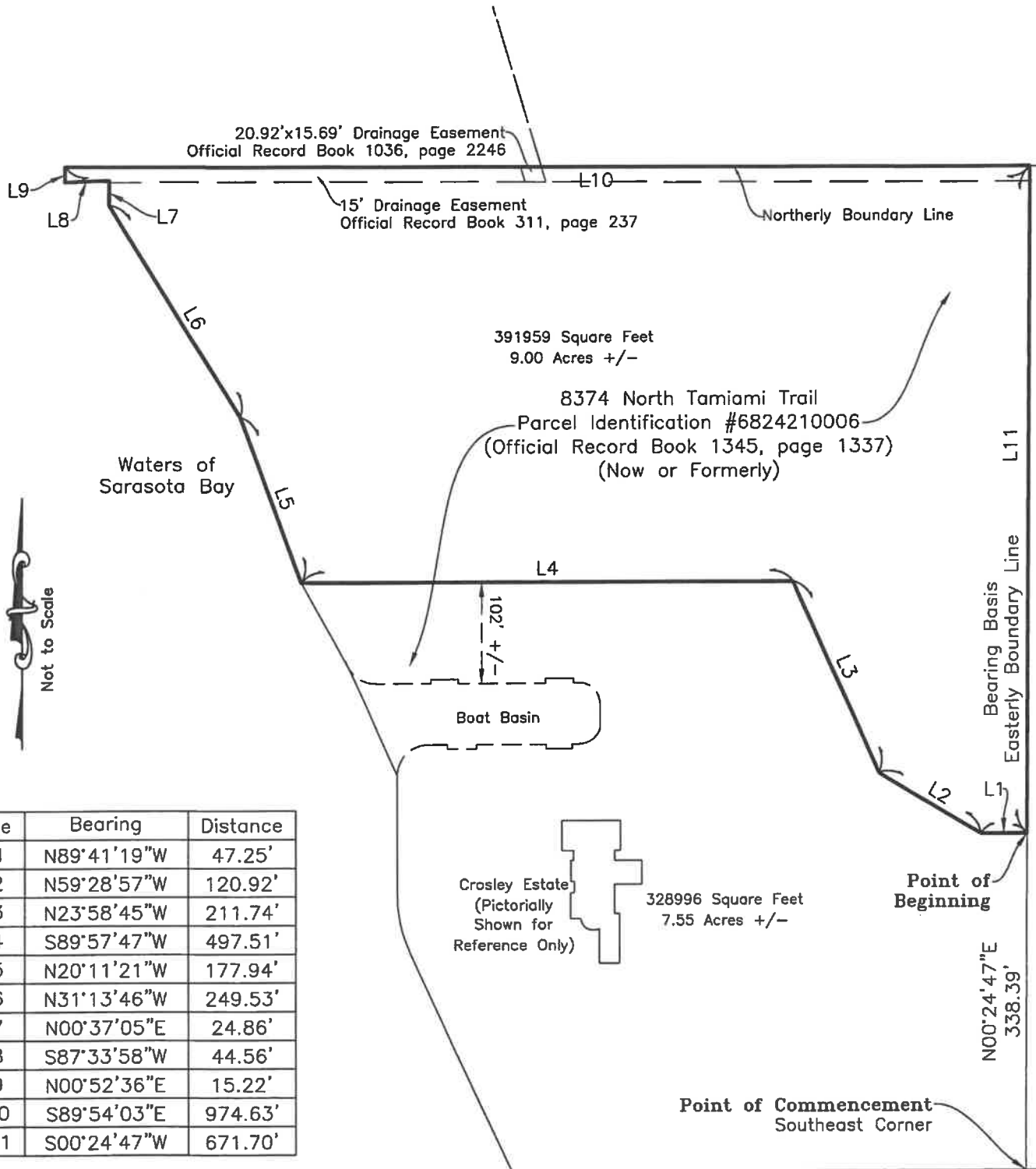
Section 35, Township 35
South, Range 17 East

Drawing Date: 06/20/19

Exhibit "A"

Description and Sketch

(NOT A SURVEY)



Line	Bearing	Distance
L1	N89°41'19"W	47.25'
L2	N59°28'57"W	120.92'
L3	N23°58'45"W	211.74'
L4	S89°57'47"W	497.51'
L5	N20°11'21"W	177.94'
L6	N31°13'46"W	249.53'
L7	N00°37'05"E	24.86'
L8	S87°33'58"W	44.56'
L9	N00°52'36"E	15.22'
L10	S89°54'03"E	974.63'
L11	S00°24'47"W	671.70'



See Page 1 of 2 for Description,
Signature & Seal

- DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION
- ORB = OFFICIAL RECORDS BOOK
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- R/W = RIGHT-OF-WAY
- SF = SQUARE FEET
- ± = MORE OR LESS

Drawing Path:
S:\SURVEY\2019 jobs\
20190404_Crosley Estate
_USF - Description and
Sketch\CAD_DWG's

Sheet: 2 OF 2

Section 35, Township 35
South, Range 17 East

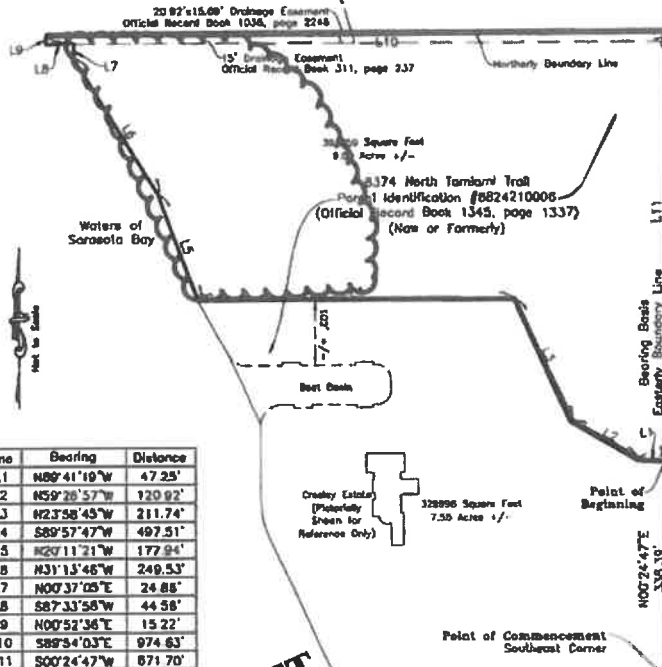
Drawing Date: 06/20/19

EXHIBIT "B"

SITE PLAN

Description and Sketch

(NOT A SURVEY)



Line	Bearing	Distance
L1	N89°41'19"W	47.25'
L2	N59°26'57"W	120.92'
L3	N23°58'45"W	211.74'
L4	S89°57'47"W	497.51'
L5	N20°11'21"W	177.94'
L8	N31°13'46"W	249.53'
L7	N00°37'05"E	24.88'
L8	S87°33'58"W	44.58'
L9	N00°52'36"E	15.22'
L10	S89°34'03"E	974.63'
L11	S00°24'47"W	671.70'



Security Wall Northern Boundary

Wrought Iron Fence

Green Space

- DP = SCHEDULE OF DIMENSIONAL PLANS
 - SRB = OFFICIAL RECORD BOOK
 - PC = POINT OF COMMENCEMENT
 - PCD = POINT OF COMMENCEMENT CURVATURE
 - PCN = POINT OF COMMENCEMENT NUNCUPATIVE
 - PPB = POINT OF BEGINNING
 - PPC = POINT OF BEGINNING CURVATURE
 - PPN = POINT OF BEGINNING NUNCUPATIVE
 - PI = POINT OF INTERSECTION
 - PIA = POINT OF INTERSECTION ADJACENT
 - IF = IRON FENCE
 - S = SIDE OR LINES
- Shading Note:**
 Shaded areas shown on this sketch are for reference only and do not represent actual property boundaries.
 Sheet: 3 of 3
 Drawing No. 20, Rev. 02/17/20
 Drawing Date: 02/17/20

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2024 (the "Effective Date") by and between **NEW COLLEGE OF FLORIDA**, a public body corporate, having an address at 5800 Bay Shore Road Sarasota, FL 34243 ("NCF") and **MANATEE COUNTY**, a political subdivision of the State of Florida, having an address at 1112 Manatee Avenue West, Bradenton Florida 34205 ("Donor"). NCF and Donor are sometime individually referred to as a "Party" and together referred to as the "Parties."

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, it is mutually covenanted and agreed by the Parties hereto as follows:

1. Property. Pursuant to and in accordance with Florida Statute 125.38, Donor hereby agrees to donate and convey to NCF, and NCF hereby agrees to accept from Donor, that certain parcel of land located in Manatee County, Florida, consisting of nine (9) acres, and as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with all appurtenances to the extent pertaining to the Land, including any right, title and interest of Donor into adjacent streets, alleys, easements or rights-of-way, and any buildings, structures or other improvements on such Land, but in each case only to the extent such rights and appurtenances touch and concern the Land (the "Real Property"). The Parties agree and acknowledge the final legal description will be as provided in Exhibit "A". In addition to the Real Property, Donor shall convey and transfer or assign to NCF the following, but in each case only to the extent relating to the Real Property:

(a) Improvements. Any and all improvements, if any, located on the Real Property (the "Improvements").

(b) Other Personal Property. To the extent Donor's interest is assignable, all of Donor's rights and interest in and to the following:

(i) Licenses and Permits: Donor's rights in and to any and all licenses, permits, and other governmental approvals to the extent pertaining to the Real Property and Improvements and the use thereof;

(ii) Appurtenances and Additional Interests: Any and all rights, entitlements, and appurtenances to the Real Property, including, but not limited to, rights of ingress and egress, any and all air space rights and subsurface rights, mineral rights, riparian and littoral rights, together with all pertinent rights and interests pertaining to adjacent streets and roadways; and

(c) Easements. Any and all of Donor's rights in and to all easements, if any, benefiting the Real Property or the Improvements.

All of the property described in Subsections (a), (b), and (c) above, together with the Real Property, are hereinafter sometimes collectively referred to as the "Property". For the avoidance of doubt, Donor does not and will not convey any right, title, and interest into the above rights, privileges, and appurtenances to the extent relating to other land and real estate owned by Donor and not conveyed to NCF as part of the Real Property.

The above donation reflects a substantial discount from the estimated market value of the Real Property, in consideration of which the NCF shall execute and deliver at closing, and shall perform, a Use Agreement, substantially in the form attached hereto as Exhibit "C", to assure that the Real Property is developed and used for the uses reflected therein.

2. Inspections:

(a) Access: NCF, its counsel, accountants, agents, and other representatives shall have full and continuing access upon reasonable prior notice to the Donor to the Property and all parts thereof, as well as to all relevant documents and records of the Donor as they relate to the title, the physical conditions and the development, leasing and the operation of the Property, including, without limitation, those items listed in Exhibit "B" (the "Property Data"). NCF, its counsel, accountants, agents, and other representatives shall also have the continuing right to enter upon the Property at any time upon reasonable notice to the Donor after the Effective Date for the purpose of performing surveying, engineering, environmental tests and studies, test borings and such other similar investigatory work as NCF shall consider appropriate, provided that NCF shall fully restore the Property to the condition it was in prior to such tests, studies and other work. NCF shall further have the right to make such inquiries of tenants, governmental agencies, utility companies, and other like parties and to make such feasibility studies and analyses as it considers appropriate. Donor shall reasonably cooperate with NCF in connection with NCF's due diligence investigation. Upon NCF's request, Donor shall assist NCF in scheduling appointments and meetings with representatives of governmental authorities having jurisdiction over the development and operation of its Property, any professionals acting on behalf of Donor with respect to its Property (i.e., attorneys, surveyors, and engineers), and utility companies serving such Property, and upon NCF's request, Donor shall exercise reasonable efforts to attend such meetings.

(b) NCF is a self-insured, sovereign entity of the State of Florida, and its self-insurance limitations are provided by law. NCF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of \$200,000 per person and \$300,000 in the aggregate per occurrence, pursuant to the terms and limitations of Sections 768.28, Florida Statutes and Chapter 284, Part II, Florida Statutes, or as amended from time to time. Worker's Compensation insurance is maintained in full compliance with Florida law. NCF will provide evidence of its self-insured status upon request. The parties agree that this is sufficient in lieu of any other insurance requirements.

(c) Inspection Contingency. From the Effective Date until 5:00 P.M. (Eastern time) on the ninetieth (90th) day after the Effective Date (the "Inspection Period"), NCF may elect and shall have the absolute and unqualified right to terminate and cancel this Agreement for any or for no reason whatsoever, by giving Donor written notice thereof prior to the expiration of the Inspection Period. If NCF elects to terminate this Agreement, all Property Data shall be returned by NCF to the Donor; and except as otherwise hereafter provided in this paragraph, the Parties shall thereupon be relieved of any and all further responsibility hereunder and neither Party shall have any further obligations to the other. NCF may also elect to close during or prior to the expiration of the Inspection Period.

3. Representations and Warranties: Donor represents and warrants to NCF as of the date hereof and as of the Closing Date, and only to the best of its actual knowledge, as follows:

(a) Duly Organized: Donor is duly organized and validly existing under the laws of the State of Florida and is qualified to transact business in the State of Florida. Donor has all requisite power and authority to carry on its business as now conducted and to execute, deliver, and perform this Agreement and each of the documents executed and delivered hereunder.

(b) Duly Authorized: The execution, delivery, and acceptance of this Agreement by Donor has been duly and validly authorized by Donor.

(c) Consents: Donor has obtained all consents, approvals, authorizations, and corporate actions necessary to execute this Agreement and to consummate the transaction contemplated hereby, and all documents referred to herein will be validly executed and delivered and binding upon Donor. The consummation of the transactions contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation, or other restriction of any kind to which Donor or the Property is or may be bound or affected.

(d) Pending Litigation: To the best of Donor's knowledge, there are no known pending legal actions, suits, or other legal or administrative proceedings affecting the Property or any portion thereof, nor has Donor knowledge that any such action is presently contemplated or threatened. In the event any such proceedings are hereinafter instituted, Donor will give NCF notice thereof, and Donor shall dispose of such proceedings prior to Closing.

(e) Operation of Property: After the Effective Date and until Closing, the Property shall be operated in accordance with reasonable and prudent business procedures and standards (but in no event shall a higher standard of care than is currently being followed be required).

(f) Property Data: To the best of Donor's knowledge, all Property Data as described in Exhibit B, delivered by Donor to NCF is true, correct, and complete in all material respects.

(g) Condemnation: There are no condemnation or eminent domain proceedings pending, or contemplated against the Property or any part thereof, and Donor has received no notice of the desire of any public authority or other entity to make or use the Property or any part thereof.

(h) Notice of Violations: Donor has received no notice of, and to the best of its knowledge there is no violation of, any law, regulation, ordinance, order, restrictive covenant, or other requirement affecting the Property.

(i) Hazardous Waste: As of the Effective Date, no portion of the Property is used or, during the period of Donor's ownership of the Property, no portion of the Property has been used, for the storage, processing, treatment or disposal of "hazardous waste"; to the actual knowledge of Donor, no "hazardous waste" has been placed on the Land or in the Improvements during the period of Donor's ownership of the Property; to the actual knowledge of Donor, the Improvements do not contain "hazardous waste"; no "hazardous waste" has been released, introduced, spilled, discharged or disposed of on, in, or under the Property during the period of Donor's ownership of the Property; there are no pending claims, administrative proceedings, judgments, declarations, or orders, relating to the presence of "hazardous waste" on, in or under the Property; to actual knowledge of Donor, the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of "hazardous waste".

(i) Parties in Possession: There are no adverse parties in possession of the Property or of any part thereof, and there are no parties in possession thereof except Donor, and no Party has been granted any license, lease, or other right relating to the use or possession of the Property.

(j) Pending Contracts: There are no contracts or other obligations outstanding for the sale, exchange, or other transfer of the Property or any portion thereof.

(k) Compliance with Laws: The operation of the Improvements by Donor and the use of the Property are in compliance in all material respects with all applicable governmental laws, rules, and regulations.

(l) Archeological: To Donor's actual knowledge, there are no archaeological, anthropological, or historical finds, objects, or sites in, on, or about the Property.

(m) Wells: To Donor's actual knowledge, there are no wells that have not been properly closed, drilling holes, wellheads, or underground storage tanks located on or under the Property.

At Closing, Donor shall, in writing, reaffirm to NCF the truth and correctness, as of the Closing Date, of each of the representations and warranties set forth above. All of Donor's representations and warranties shall survive any inspection or investigation made by or on behalf of NCF and shall survive the Closing for twelve (12) months.

4. Radon Gas - RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. Donor represents that it has received no notice and is not otherwise aware of the presence of radon gas at the Property in excess of applicable governmental limitations.

5. Title, Survey, Environmental Reports:

(a) Title Commitment: NCF, at its sole cost and expense, shall cause Old Republic National Title Insurance Company to issue and deliver to NCF within ten (10) days from the Effective Date, an ALTA title commitment ("Title Commitment"), accompanied by one copy of all documents affecting the Property and which constitute exceptions to the Title Commitment. NCF shall give Donor written notice (the "Title Notice") on or before fifteen (15) days after delivery of the Title Commitment and copies of the exceptions and the Survey (whichever is delivered last) if NCF objects to any of the title exceptions. In the event that NCF objects to any title exceptions, NCF shall state in the Title Notice which exceptions to the Title Commitment are unacceptable, and Donor shall use commercially reasonable efforts to eliminate those exceptions that Donor reasonably believes adversely affect NCF's planned use of the Property; provided, however, that at the Closing all mortgages and any other liens that may be satisfied by the payment of money shall be satisfied of record. All title exceptions not timely objected to by NCF shall be deemed "Permitted Exceptions." NCF may at any time waive in writing its objection to title and accept title to the Property subject to the exceptions objected to by NCF. In the event NCF does not waive its objections (as set forth in the Title Notice) and if Donor is unable or refuses to remove the matters within fifteen (15) days after receipt of the Title Notice, NCF may, at its option (i) accept title subject to the objections raised by NCF, in which event said objection(s) shall be deemed waived for all purposes, or (ii) rescind this Agreement, whereupon this Agreement shall terminate. NCF shall elect one of the two options specified in the preceding sentence within five (5) business days after NCF receives notice from Donor that Donor is unable to remove such other exceptions objected to by NCF. In the event that NCF fails to timely make such election, NCF shall be deemed to have elected to rescind the Agreement pursuant to option (ii) above.

(b) Survey. Within sixty (60) days after the Effective Date, NCF, at its sole cost and expense, may cause an ALTA survey to be made of the Property by a reputable surveyor registered under the laws of the State of Florida and delivered to NCF and Donor (the "Survey"). If the Survey shows (a) any encroachments on the Property or that improvements, located on the Property encroach on other lands (hereinafter

collectively referred to as "Encroachments") or (b) that there are gaps, gores, overlaps, or other violations of this Agreement or any other fact that will prevent the elimination of the survey exception from the Title Commitment, other than the Permitted Exceptions (hereinafter collectively referred to as "Survey Defects"), notice to that effect shall be given to Donor contemporaneously with the delivery of the Title Notice. Failure to so notify Donor shall be deemed a waiver of such survey objection. Donor shall have a period of thirty (30) days after receipt of such notice to use its best efforts to cure any such Encroachments and/or Survey Defects. If Donor is unable to cure such Encroachments and/or Survey Defects within such thirty (30) day period, then Donor shall notify NCF in writing no later than three (3) business days after such thirty (30) day period, and NCF shall have the option of terminating this Agreement within five (5) days from receipt of such notice or proceeding with the Closing and waive any such Encroachments and/or Survey Defects. If NCF elects to terminate this Agreement pursuant to this section, this Agreement shall terminate and be of no further force and effect, and none of the Parties hereto shall have any further obligation under this Agreement. If Donor does not receive written notice from NCF so terminating this Agreement within the aforementioned five (5) day period, NCF shall be deemed to have elected to rescind this Agreement pursuant to this subparagraph (c).

6. Conditions to Closing: The Donor's and NCF's obligation to close the transactions described herein are subject to the following conditions and covenants:

(a) All of the representations and warranties made by the Donor in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date with the same effect as if such representations and warranties had been made at and as of the Closing Date.

(b) This Agreement shall be subject to approval by the full board of trustees of NCF.

(c) Donor and NCF shall execute and deliver a Use Agreement, substantially the form attached to this Agreement as Exhibit "C" and incorporated herein by this reference.

In the event that any of the conditions contained in this paragraph 6 are not satisfied on or prior to the date that is one hundred eighty (180) days after the Effective Date, NCF and Donor shall have the option to either waive such condition or conditions and proceed to Closing or terminate this Agreement.

7. Closing: The donation contemplated by this Agreement shall close at the offices of the title agent of NCF's choice, located in Florida, on the date that is thirty (30) days after the end of the Inspection Period or earlier if NCF elects to do so (the "Closing Date").

8. Closing Costs and Adjustments: At Closing, the following items shall be borne, adjusted, prorated, or assumed by or between Donor and NCF, as follows:

(a) Adjustments and Prorations:

(i) Real Estate Taxes: Pursuant to Florida law, the Donor and NCF are immune from taxation.

(ii) Certified/Pending Liens: Certified, confirmed, and ratified governmental liens as of the Proration Date shall be paid by the Donor. Pending liens as of the Proration Date shall be assumed by the NCF, provided, however, that where the improvement has been substantially completed as of the Closing Date, such pending lien shall be considered as certified, confirmed or ratified, and Donor shall, at Closing, be charged an amount equal to the last estimate by the public body of the assessment for the improvement.

(b) Closing Costs:

(i) Each Party shall bear the fees and charges of its respective attorneys, consultants, engineers, accountants, architects and other professionals and/or representatives; and

(ii) Donor shall pay the cost of recording any corrective instruments, and the cost of state documentary stamps (Donor is exempt by Chapter 201, Florida Statutes), if any, which are required to be affixed to the Deed (defined below); and

(iii) NCF shall pay all costs associated with the cost of the Phase I Environmental Report and the cost of recording the Deed; the cost of the Survey, the cost of the Owner's Title Insurance Commitment and Policy and all related title searches and charges.

9. Closing Documents:

(a) At the Closing, the Donor shall execute and deliver to NCF the following with respect to the Property being conveyed at that time by Donor:

(i) Counterpart of Closing Statement;

(ii) County Deed consistent with Section 125.411, Florida Statutes (the "Deed") for the Property;

(iii) An Affidavit in form and content as may be reasonably required by the title insurance company to provide the "gap" coverage necessary to issue at Closing, an endorsement to the applicable Title Commitment, deleting the standard "gap" exception, the standard mechanic's lien exception and the standard parties in possession exception;

(iv) Bill of Sale conveying any personal property or fixtures;

(v) Assignment of any applicable permits, warranties, guaranties, etc.;

(vi) Non-foreign Affidavit evidencing that NCF shall not be liable for transfer liability under Section 1445 of the Internal Revenue Code, as amended;

(vii) Such corrective instruments as may be required to deliver good and marketable title, subject to the provisions of paragraph 5 hereof; and

(viii) Any other documents reasonably necessary or advisable to consummate the transactions contemplated hereby, including, without limitation, each of the mutually agreed upon documents referenced in Section 6 of this Agreement.

(b) NCF's Documents At Closing: At Closing, the NCF shall execute or cause to be executed by the appropriate persons and/or deliver to Donor the following:

(i) Counterpart of Closing Statement;

(ii) Any other documents necessary or advisable to consummate the transaction contemplated hereby, including without limitation, each of the mutually agreed upon documents referenced in Sections 6 (if applicable) and 16 of this Agreement; and

10. Brokerage: NCF and Donor each represent and warrant to the other that neither has had any dealings with any person, firm, broker, or finder, in connection with the negotiations of this Agreement and/or the consummation of the donation contemplated hereby and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction.

11. Assignment: NCF shall not assign or transfer any of its rights under this Agreement, other than to a legally recognized entity that is either a support organization of or otherwise controlled by NCF or as required by law including to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the use and benefit of the New College of Florida Board of Trustees, without Donor's prior written consent, which shall not be unreasonably withheld.

12. Condemnation: In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to Closing, resulting in a taking of any portion of the Property (prior to Closing thereon), NCF shall have the option to be exercised within ten (10) business days from being advised of such proceedings (i) to cancel this Agreement and the Parties shall thereupon be relieved of any and all further responsibility hereunder and neither Party shall have any further obligation or liability to the other; or (ii) to close the transactions contemplated by this Agreement, in which event Donor shall assign any applicable condemnation or eminent domain award to NCF. The terms and provisions of this paragraph 12 shall survive the Closing.

13. Risk of Loss:

(a) In the event of damage or destruction to the Property or any portion thereof prior to the Closing in an amount not exceeding SEVENTY FIVE THOUSAND

AND NO/100 DOLLARS (\$75,000.00) NCF and Donor shall consummate the donation of the Property pursuant to this Agreement, provided that Donor shall assign to NCF its right under any insurance policy covering such damage or destruction to the proceeds payable on account of such damage or destruction.

(b) In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount in excess of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) to be determined by a third party mutually acceptable to both NCF and Donor, NCF may elect either of the following:

(i) to terminate this Agreement upon written notice to Donor with the same effect as if terminated under Section 12 above; or

(ii) to consummate this Agreement, in which event Donor shall assign to NCF its rights under any insurance policy covering such damage or destruction to the proceeds payable on account of such damage or destruction.

14. Notices: All notices, requests, demands or other communications hereunder shall be in writing and deemed to have been given only if and when hand-delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service) or certified or registered mail, return receipt requested, through the United States Postal Service with sufficient postage prepaid, to the Parties hereto at their respective addresses set forth below or such other address as either Party shall designate by notice pursuant to this paragraph.

NCF:
Richard Corcoran
President
5800 Bay Shore Road
Sarasota, Florida 34243
941-487-5000
Email: rcorcoran@ncf.edu

With Copy to:
Office of the General Counsel
William Galvano, Esq.
1023 Manatee Ave W
Bradenton, FL 34205
941-748-0151
Email: bgalvano@ncf.edu

With Copy to:
NCF closing agent

DONOR:

MANATEE:

Manatee County Administration
ATTN: County Administrator
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501 x 3468
(941) 745-3790 (facsimile)

With Copy to:

Manatee County Attorney's Office
ATTN: County Attorney
1112 Manatee Avenue West
Bradenton, Florida 34205, Suite 969
(941) 748-4501 x 3750
(941) 749-3089 (facsimile)

It is expressly understood and agreed to between the Parties that counsel for the NCF and Donor are authorized to give notice on behalf of their respective clients.

15. Further Assurances: In addition to the foregoing, the Parties hereto, at the time and from time to time at or after Closing, upon request of NCF or of the Donor, as the case may be, agree to do, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, authorizations, filings, consents, and assurances, as may be reasonably required for: (a) the better assigning, transferring, granting, conveying, assuring and confirming unto NCF all of the applicable Donor's right, title and interest in and to the Property to be conveyed hereunder; and (b) the more effective consummation of the other transactions referred to in this Agreement.

16. Captions and Headings: Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement nor the intent of any provision hereof.

17. No Waiver: No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

18. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

19. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. Post-Closing Survival. In the event of any inconsistency between one or more provisions of this Agreement and the provisions in the documents executed and delivered at Closing, including without limitation, each of the mutually agreed upon documents referenced in Sections 6 and 9 of this Agreement (the "Closing Documents"), the provisions set forth in the Closing Documents shall control.

21. Governing Law: This Agreement shall be construed and interpreted according to the internal laws of the State of Florida.

22. Interpretation: This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that Donor and NCF have contributed substantially and materially to the preparation of this Agreement. Wherever used in this Agreement, "any" means "any and all"; "including" is without limitation; "may not" and other negative forms of the verb "may" each are prohibitory; and "will", "must," and "should" each are mandatory. Unless this Agreement expressly or necessarily requires otherwise, (i) any time period measured in "days" means consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday, or legal holiday automatically will be extended to the next day so that it is not a Saturday, Sunday or legal holiday; (ii) any action is at the sole expense of the Party required to take it.

23. Entire Agreement: This Agreement and the Exhibits attached hereto contain the entire agreement between the Parties. There are no promises, agreements, conditions, undertaking, warranties, or representations, oral or written, express or implied, between the Parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any of the provisions of this Agreement or any other agreement referred to herein shall be valid unless in writing and signed by the Party against whom enforcement is sought.

24. Time of the Essence: Time is of the essence in respect to this Agreement.

25. Venue: NCF and Donor agree that the venue for any matters arising out of or in connection with this Agreement shall only be in the Circuit Court in and for the County of Manatee, State of Florida.

26. Waiver of Jury Trial: DONOR AND NCF WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY, AND EACH PARTY EXPRESSLY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY

REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

“DONOR”

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

MANATEE COUNTY, a political
subdivision of the State of Florida

By: *Robin Pitts DC*
Deputy Clerk

By: Board of County Commissioners

By: *[Signature]*
Chairperson



Date: *February 13, 2024*

WITNESSES:

“NCF”

**NEW COLLEGE OF FLORIDA
BOARD OF TRUSTEES**, a public body
corporate

Print Name: _____

By: _____

Print Name: _____

Print Title: _____

Print Name: _____

Date: _____

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION - REAL PROPERTY
EXHIBIT "B"	LIST OF PROPERTY DATA
EXHIBIT "C"	FORM OF USE AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION - REAL PROPERTY

Exhibit "A"

Description and Sketch

(NOT A SURVEY)

DESCRIPTION: A portion of that parcel recorded in Official Records Book 1345 Page 1337 of the Public Records of Manatee County, Florida, being in Section 35 Township 35 South, Range 17 East and being more specifically described as follows:

COMMENCE at the Southeast corner of said parcel; thence N00°24'47"E, 338.39 feet along the easterly boundary line of said parcel to the POINT OF BEGINNING; thence N89°41'19"W, 47.25 feet; thence N59°28'57"W, 120.92 feet; thence N23°58'45"W, 211.74 feet; thence S89°57'47"W, 497.51 feet to the waters of Sarasota Bay; thence northerly along said water the following (5) calls: (1) N20°11'21"W, 177.94 feet; (2) N31°13'46"W, 249.53 feet; (3) N00°37'05"E, 24.86 feet; (4) S87°33'58"W, 44.56 feet; (5) N00°52'36"E, 15.22 feet to the northerly boundary line of said parcel; thence S89°54'03"E, 974.63 feet along said northerly boundary line to said easterly boundary line; thence S00°24'47"W, 671.70 feet along said easterly boundary line to the POINT OF BEGINNING.

Containing 391959 square feet, or 9.00 acres more or less

RESERVED TO MANATEE COUNTY: Drainage Easement, Official Record Book 1036, page 2246.

NOTES:

1. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The basis of bearings is the is Easterly Boundary Line of Parcel recorded in Official Records Book 1345, page 1337 which bears S00°24'47"W (Grid).
5. The Description on page 1 is incomplete without the Sketch on Page 2.



TODD E. BOYLE
REGISTERED SURVEYOR
FLORIDA
TODD E. BOYLE
4/23/2020
Date

Todd E. Boyle, R.S.M.
Florida Registered Surveyor & Mapper, 6047

Drawing Path:
S:\SURVEY\2019 Jobs\
20190404_Crossely Estate
_USF - Description and
Sketch\CAD_DWG's

Sheet: 1 OF 2

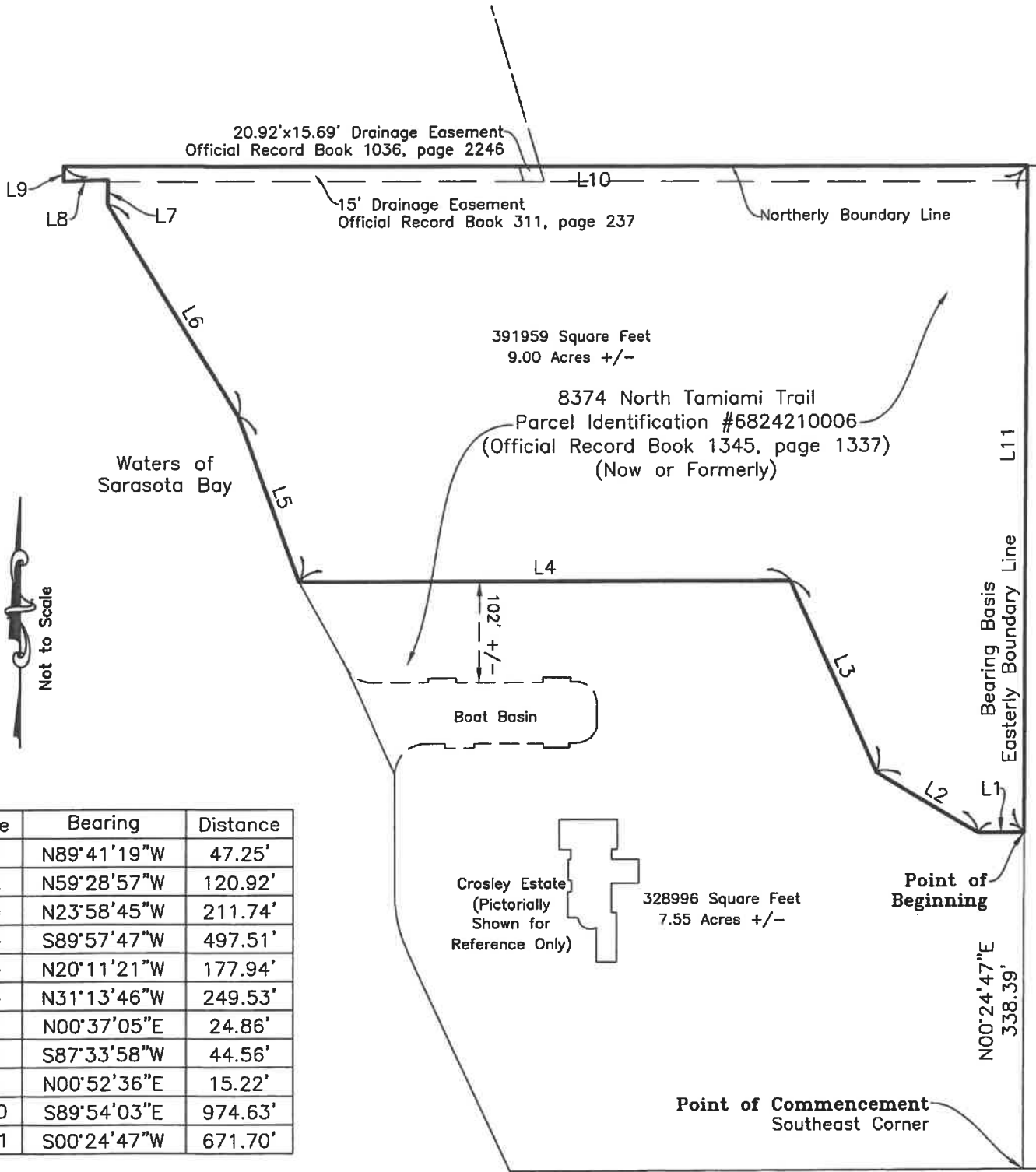
Section 35, Township 35
South, Range 17 East

Drawing Date: 08/20/19

Exhibit "A"

Description and Sketch

(NOT A SURVEY)



Not to Scale

Line	Bearing	Distance
L1	N89°41'19"W	47.25'
L2	N59°28'57"W	120.92'
L3	N23°58'45"W	211.74'
L4	S89°57'47"W	497.51'
L5	N20°11'21"W	177.94'
L6	N31°13'46"W	249.53'
L7	N00°37'05"E	24.86'
L8	S87°33'58"W	44.56'
L9	N00°52'36"E	15.22'
L10	S89°54'03"E	974.63'
L11	S00°24'47"W	671.70'

Crosley Estate
(Pictorially
Shown for
Reference Only)

328996 Square Feet
7.55 Acres +/-

Point of Beginning

N00°24'47"E
338.39'

Point of Commencement
Southeast Corner



See Page 1 of 2 for Description,
Signature & Seal

- DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION
- ORB = OFFICIAL RECORDS BOOK
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- R/W = RIGHT-OF-WAY
- SF = SQUARE FEET
- ± = MORE OR LESS

Drawing Path:
S:\SURVEY\2019 jobs\
20190404_Crosley Estate
_USF - Description and
Sketch\CAD_DWG's

Sheet: 2 OF 2

Section 35, Township 35
South, Range 17 East

Drawing Date: 06/20/19

EXHIBIT "B"

List of Property Data

1. Copy of most current survey of the property in Donor's possession.
2. Copy of most recent title policy affecting the Property.
3. Copies of the most recent tax bills.
4. Copy of current insurance policy relating to the Property.
5. Copies of all contracts, leases, and service contracts now in effect relating to the Property's operations.
6. Copy of any existing a Phase 1 Environmental studies and Phase II Environmental studies and engineering reports in Donor's possession.
7. Copy of all licenses and permits or other documents indicating compliance with any applicable governmental requirements.
8. Copy of any property inspection reports and soil reports, on the Property.
9. Copies of proposed budgets for prior and current year, and any miscellaneous materials in Donor's possession relating to the Property reasonably requested by NCF.
10. Any other documents and records of the Donor related to the title, physical conditions and development, leasing and operation of the Property.

EXHIBIT "C"

FORM OF USE AGREEMENT

EXHIBIT "C"

USE AGREEMENT

THIS USE AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2024 (the "Effective Date") by and between **NEW COLLEGE OF FLORIDA**, a public body corporate, having an address at 5800 Bay Shore Road Sarasota, FL 34243 ("NCF") and **MANATEE COUNTY**, a political subdivision of the State of Florida, having an address at 1112 Manatee Avenue West, Bradenton Florida 34205 ("Manatee"). NCF and Manatee are sometimes individually referred to as a "Party" and together referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to a Donation Agreement dated _____, (the "Donation Agreement"), Manatee will transfer to NCF that certain parcel of land (the "Parcel") as more particularly described on "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, NCF shall use the Parcel in support of its public educational mission. Such use may include, but not be limited to, academic buildings, student support buildings, student residential space, recreation space, research buildings, or other such uses that support the success of NCF students; and

WHEREAS, as consideration for the transfer of the Parcel, Section 6(c) of the Donation Agreement requires the Parties to enter into this Agreement reflecting the uses as set forth below; and

Now therefore, in consideration of the mutual promises and covenants herein contained, it is mutually covenanted and agreed by the Parties hereto as follows:

1. The Parties agree that certain section of the Parcel as set forth on the site plan attached on "Exhibit B" attached hereto and made a part hereof shall be held as greenspace (the "Greenspace"). The Parties agree that development for footpaths, recreational uses, or other additional ancillary uses to enjoy and secure the Greenspace are expressly permitted. This section in no way limits NCF from building docks or from undertaking any other development to aid in the use and enjoyment of the waterway. NCF understands and agrees that the Parcel is encumbered by all matters of record. Furthermore, only passive recreation is permitted to protect the existing seagrass.
2. At such time as NCF constructs improvements on the Parcel, NCF agrees to extend the existing multi-purpose trail so that it connects the neighborhoods to the north and south of the NCF campus and to allow the trail to be available to the public.
3. NCF agrees that any future improvements on the Parcel shall be reasonably compatible with the existing architecture style.

4. NCF agrees that any future improvements on the Parcel will be subject to a height limit of four (4) stories.
5. NCF shall install a control fence at the southern end of the Parcel adjacent to the Powel Crosley estate as more particularly set forth on "Exhibit B." The fence shall be consistent with the existing fence design of the Powel Crosley Estate.
6. NCF understands and agrees that the County has an interest in protecting the use and enjoyment of the Manatee owned Powel Crosley Estate and that due to the proximity of this Parcel to the Powel Crosley Estate, NCF shall comply with the following for the protection of events at the Powel Crosley Estate:
 - a. NCF shall submit a written request and seek pre-approval in writing by Bradenton Area Convention and Visitors Bureau (BACVB) Executive Director or Designee for any outdoor concert, theater, or amplified sound events. Request for approval shall be submitted at least one-month prior to event date. Approval shall not be unreasonably withheld by the BACVB.
 - b. NCF shall submit written request and seek written pre-approval for onsite fireworks or pyrotechnic shows from BACVB Executive Director or Designee. NCF shall use licensed pyrotechnician and meet any and all permitting requirements. Request for approval shall be submitted at least one-month prior to event date.
 - c. Barged fireworks require Manatee permitting and notification to the FAA. NCF shall alert BACVB Client Services Team of its permitting approval at least fifteen (15) days prior to firework event.
 - d. NCF Campus Police Department shall be responsible for the removal of all students or staff who trespass onto Manatee County/ Powel Crosley Estate property. NCF shall be responsible for all no-trespassing signage. BACVB Executive Director or Designee can request additional no-trespassing signage, as needed, to be supplied in a timely manner by NCF.
 - e. NCF shall comply with all provisions of the Manatee County Code of Ordinances, including but not limited to Chapter 2-21, Article 11, "Noise."
7. NCF will not excavate under bay tree canopy just north of the southern control fence to protect pine and oak trees from shock, unless NCF receives an opinion from a qualified arborist that such excavation would have no impact to the pine and oak trees or any impact to the pine and oak trees could be mitigated and NCF takes such actions as is necessary for mitigation.
8. When not in use by NCF, NCF will allow the use of campus parking for Powel Crosley Estate events. The Parties agree that any NCF use of the parking areas takes priority over any possible shared use. The Parties acknowledge future growth of the NCF campus may cause this shared use of the parking area to

become impractical in the future. The Parties agree to terminate the foregoing shared use expectation at NCF's reasonable request.

9. In the event NCF completes the construction of an educational facility on the Parcel, and prior to such time students/ NCF employees take occupancy of such educational facility, NCF will construct a security wall on the northern property line as set forth on "Exhibit B." The security wall shall be designed to be reasonably consistent with the existing wall design on the southern property line.
10. In the event NCF fails to use the Parcel in support of its public educational mission or in compliance with this Use Agreement, NCF hereby shall offer to transfer the Parcel back to Manatee County, and Manatee County shall have the first right of refusal, prior to converting it to any other use or offering the Parcel for sale. Manatee County has one hundred eighty (180) days to respond to such offering in writing to NCF, or Manatee County is deemed to have declined to accept the offer. The foregoing notwithstanding, this section shall immediately terminate upon the occurrence of earliest of the following events: (i) NCF invests any monies in developing the Parcel for its public educational mission; or (ii) five (5) years from the Effective Date of this Agreement.
11. NCF shall not design or allow construction of any structures over or within the utility easement dedicated to the County.

Miscellaneous.

1. Choice of Law; Venue. This Agreement shall be construed, interpreted, and enforceable by the laws of the State of Florida. The venue for any matters arising out of or in connection with this Agreement shall only be in the Circuit Court in and for the County of Manatee, State of Florida.
2. Effective Date; Filing Duties. This Agreement shall be effective and enforceable as of the Effective Date first written above. A fully executed copy of this Agreement shall be filed with the Clerk of Circuit Court of Manatee County. As the last adopting agency, the County shall be responsible for filing the Agreement with the Clerk, and incurring any fees associated therewith.
3. No Relationship. Nothing contained herein is intended, or should be construed, as creating or establishing the relationship of partners or agents between New College and Manatee or as constituting either Party as the agent or representative of the other for any purpose or any matter whatsoever. Neither Party shall be authorized to bind the other to any contracts or other obligations.
4. No Third-Party Beneficiary. It is expressly agreed that neither NCF nor Manatee shall have the right to assign this Agreement or delegate any obligation under this Agreement without the written consent of the other Party.

5. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties.
6. Severability. If any of the provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement. Sections of this Agreement concerning a Parties' rights and obligations which by the content of the Section operate after termination or which are necessary to enforce any right will survive the termination or expiration of this Agreement.
7. Remedies. Each Party hereto shall have such remedies as are available pursuant to applicable law or in equity for any breach or non-performance by the other party, including without limitation the remedy of specific performance.
8. Notices: All notices, requests, demands or other communications hereunder shall be in writing and deemed to have been given only if and when hand-delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service) or certified or registered mail, return receipt requested, through the United States Postal Service with sufficient postage prepaid, to the Parties hereto at their respective addresses set forth below or such other address as either Party shall designate by notice pursuant to this paragraph.

NEW COLLEGE OF FLORIDA

Richard Corcoran
Interim President
5800 Bay Shore Road
Sarasota, Florida 34243
941-487-5000
Email: rcorcoran@ncf.edu

With Copy to:

Office of the General Counsel
William Galvano, Esq.
1023 Manatee Ave W
Bradenton, FL 34205
941-748-0151
Email: bgalvano@ncf.edu

With Copy to:
NCF closing agent.

MANATEE:

Manatee County Administration
ATTN: County Administrator
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501 x 3468
(941) 745-3790 (facsimile)

With Copy to:

Manatee County Attorney's Office

ATTN: County Attorney
1112 Manatee Avenue West
Bradenton, Florida 34205, Suite 969
(941) 748-4501 x 3750
(941) 749-3089 (facsimile)

It is expressly understood and agreed to between the Parties that counsel for the NCF and Manatee are authorized to give notice on behalf of their respective clients.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the day and year first above written.

Signed, sealed, and delivered in the presence of two witnesses as required by law.

"NCF"

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES, a public body corporate

First Witness Signature

First Witness Printed Name

By: _____

Print Name: _____

Print Title: _____

Date: _____

Second Witness Signature

Second Witness Printed Name

“MANATEE”

MANATEE COUNTY, a political
subdivision of the State of Florida

**By: its Board of County
Commissioners**

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION - REAL PROPERTY

Exhibit "A"

Description and Sketch

(NOT A SURVEY)

DESCRIPTION: A portion of that parcel recorded in Official Records Book 1345 Page 1337 of the Public Records of Manatee County, Florida, being in Section 35 Township 35 South, Range 17 East and being more specifically described as follows:

COMMENCE at the Southeast corner of said parcel; thence N00°24'47"E, 338.39 feet along the easterly boundary line of said parcel to the POINT OF BEGINNING; thence N89°41'19"W, 47.25 feet; thence N59°28'57"W, 120.92 feet; thence N23°58'45"W, 211.74 feet; thence S89°57'47"W, 497.51 feet to the waters of Sarasota Bay; thence northerly along said water the following (5) calls: (1) N20°11'21"W, 177.94 feet; (2) N31°13'46"W, 249.53 feet; (3) N00°37'05"E, 24.86 feet; (4) S87°33'58"W, 44.56 feet; (5) N00°52'36"E, 15.22 feet to the northerly boundary line of said parcel; thence S89°54'03"E, 974.63 feet along said northerly boundary line to said easterly boundary line; thence S00°24'47"W, 671.70 feet along said easterly boundary line to the POINT OF BEGINNING.

Containing 391959 square feet, or 9.00 acres more or less

RESERVED TO MANATEE COUNTY: Drainage Easement, Official Record Book 1036, page 2246.

NOTES:

1. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The basis of bearings is the is Easterly Boundary Line of Parcel recorded in Official Records Book 1345, page 1337 which bears S00°24'47"W (Grid).
5. The Description on page 1 is incomplete without the Sketch on Page 2.



Todd E. Boyle
Todd E. Boyle, P.S.M.
Florida Registered Surveyor & Mapper, 6047

4/22/2020
Date

Drawing Path:
S:\SURVEY\2019 Jobs\
20190404_Crossley Estate
_USF - Description and
Sketch\CAD_DWG's

Sheet: 1 OF 2

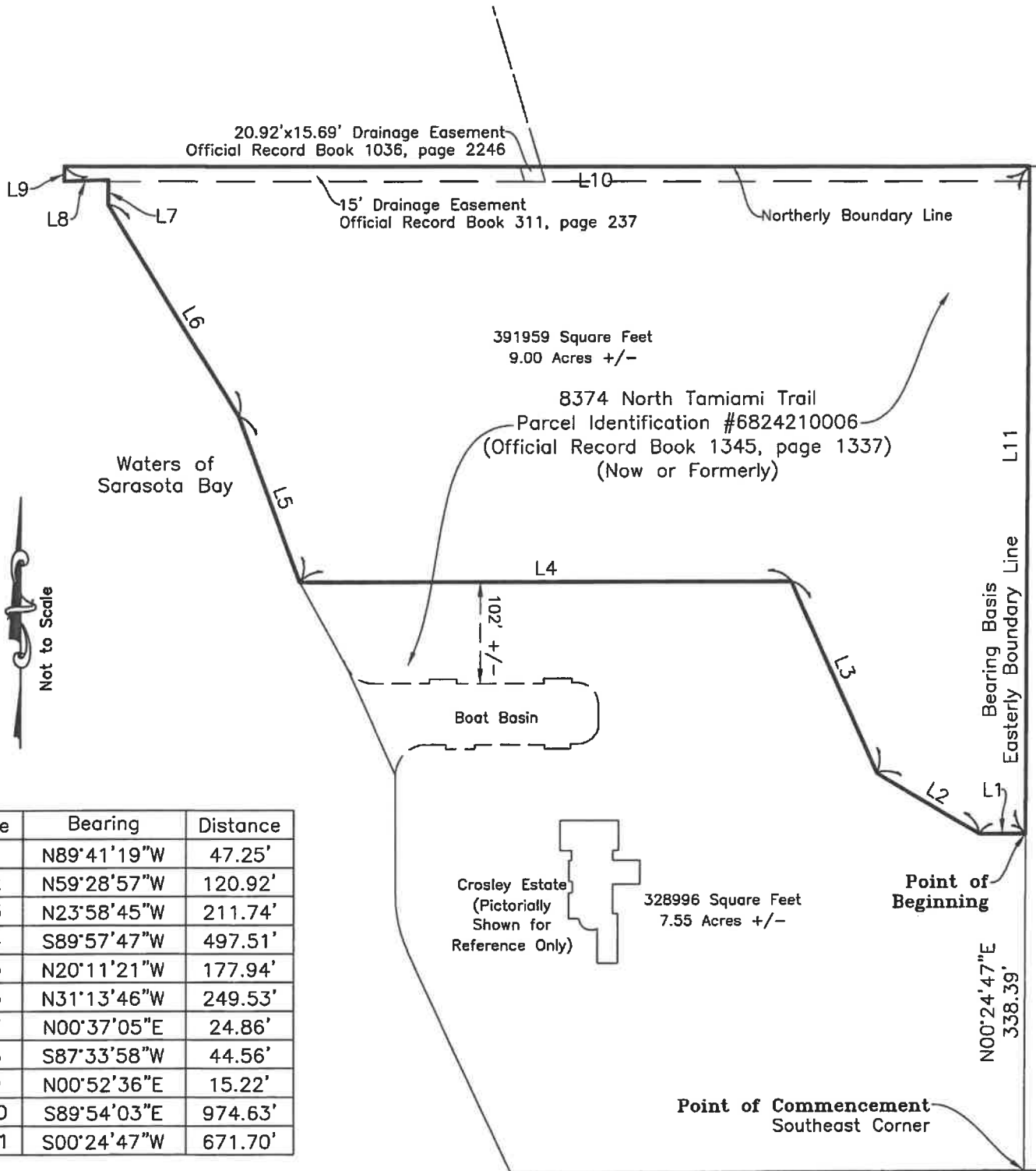
Section 35, Township 35
South, Range 17 East

Drawing Date: 06/20/19

Exhibit "A"

Description and Sketch

(NOT A SURVEY)



Line	Bearing	Distance
L1	N89°41'19"W	47.25'
L2	N59°28'57"W	120.92'
L3	N23°58'45"W	211.74'
L4	S89°57'47"W	497.51'
L5	N20°11'21"W	177.94'
L6	N31°13'46"W	249.53'
L7	N00°37'05"E	24.86'
L8	S87°33'58"W	44.56'
L9	N00°52'36"E	15.22'
L10	S89°54'03"E	974.63'
L11	S00°24'47"W	671.70'

MANATEE COUNTY
PROPERTY MANAGEMENT
SURVEY DIVISION



1112 MANATEE AVENUE WEST
BRADENTON, FLORIDA, 34205,
(841)748-4801

See Page 1 of 2 for Description,
Signature & Seal

DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION
ORB = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PID = PARCEL IDENTIFICATION NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT-OF-WAY
SF = SQUARE FEET
± = MORE OR LESS

Drawing Path:
S:\SURVEY\2019 Jobs\
20190404_Crosley Estate
_USF - Description and
Sketch\CAD_DWG's

Sheet: 2 OF 2

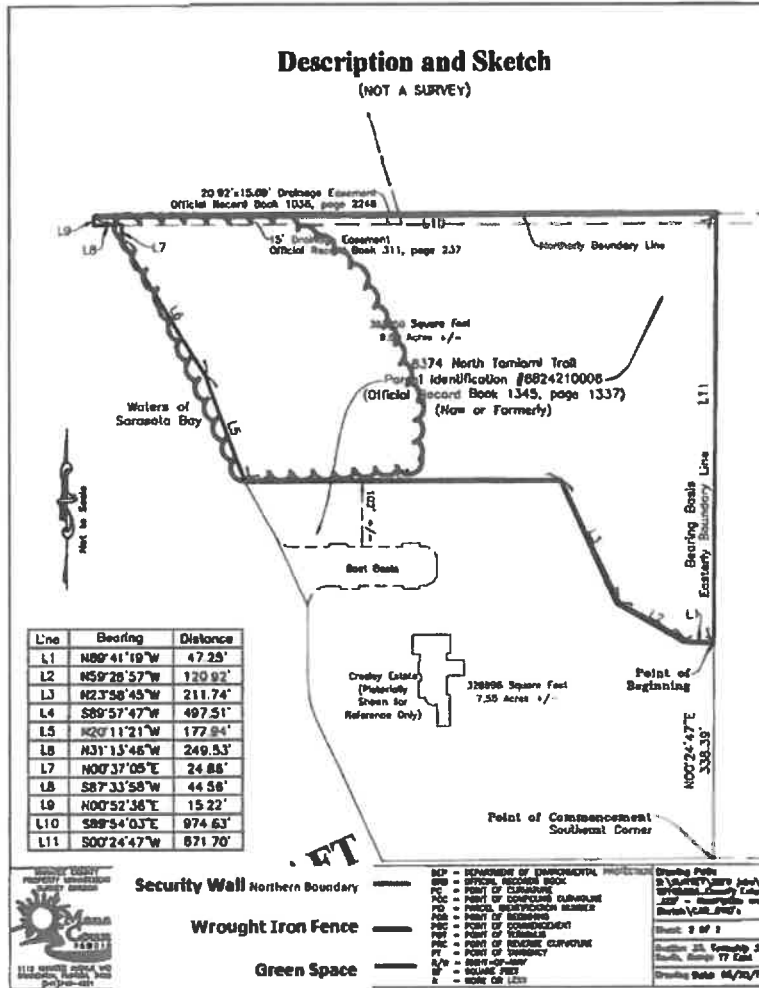
Section 35, Township 35
South, Range 17 East

Drawing Date: 06/20/19

EXHIBIT "B"

SITE PLAN

Description and Sketch (NOT A SURVEY)



Line	Bearing	Distance
L1	N89°41'19"W	47.25'
L2	N59°28'57"W	120.92'
L3	N23°58'45"W	211.74'
L4	S89°57'47"W	497.51'
L5	N20°11'21"W	177.94'
L6	N31°13'46"W	249.53'
L7	N00°37'05"E	24.88'
L8	S87°33'58"W	44.58'
L9	N00°52'36"E	15.22'
L10	S89°54'03"E	974.63'
L11	S00°24'47"W	871.70'



Security Wall Northern Boundary

Wrought Iron Fence

Green Space

- SP - SEPARATION OF EASEMENTS
- SB - SPECIAL RECORD BOOK
- PC - POINT OF CURVATURE
- PI - POINT OF INTERSECTION
- PD - POINT OF DISCONTINUITY
- PE - POINT OF ESTABLISHMENT
- PF - POINT OF FENCE
- PG - POINT OF GRASS
- PH - POINT OF HEDGEBANK
- PI - POINT OF INTERSECTION
- PK - POINT OF KICK-OUT
- PL - POINT OF LANE
- PM - POINT OF MOUND
- PN - POINT OF NAIL
- PO - POINT OF ORIGIN
- PP - POINT OF PILE
- PS - POINT OF SIGN
- PT - POINT OF TOWER
- PU - POINT OF UTILITY
- PV - POINT OF VALVE
- PW - POINT OF WALL
- PX - POINT OF X
- PY - POINT OF Y
- PZ - POINT OF Z

Drawing Date: 04/20/79
 Drawing No: 1112
 Sheet 2 of 2
 Scale: 1" = 100'

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: New Academic Degree Program at New College: Master's in Marine Mammal Science

PROPOSED BOARD ACTION

Approve the proposal requesting a new academic degree program at New College of Florida – the Master's Degree in Marine Mammal Science. Approval and submission of this proposal constitutes a commitment by the university that, if the proposal is approved, the necessary financial resources and the criteria for establishing new programs have been met prior to the initiation of the program.

Delegate to the President or his designees the ability to make editorial revisions and additions following review by the Board of Governors staff.

BACKGROUND

- Board of Governors Regulation 8.011 established criteria and processes for new academic program authorization. The proposal for a Master's Degree Marine Mammal Science follows the Board of Governors proposal template for new degree programs and demonstrates that New College has met the required criteria and followed the correct processes.
- The New College of Florida Board of Trustees Regulation 4-2005 established polices consistent with Board of Governors Regulation 8.011 regarding the process of adopting new degree programs at New College. The proposal for a Master's Degree in Marine Mammal Science is consistent with NCF Regulation 4-2005.
- New College of Florida prepared a pre-proposal for the Master's Degree which was reviewed by the Council of Academic Vice-Presidents Academic Program Coordination Work Group on September 13, 2023. The Work Group review resulted in no concerns about moving forward with the proposal.
- This proposal will go to the Board of Governors in time for consideration at their March meeting. The proposal must be approved by the New College of Florida Board of Trustees before the Board of Governor's March meeting.

Supporting Documentation Included:

New College of Florida Proposal for a Master's Degree in Marine Mammal Science with Appendices

Other Supporting Documents Available:

BOG Regulation 8.011

New College of Florida Regulation 4-2005

Pre-Proposal for Master's Degree in Marine Mammal Science submitted to the Academic Program Coordination Work Group

Facilitators/Presenters: President Richard Corcoran, Provost Brad Thiessen, and Faculty Director Heidi Harley

FL BOG New Degree Program Proposal

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State University System of Florida Board of Governors
REQUEST TO OFFER A NEW DEGREE PROGRAM

In accordance with Board of Governors Regulation 8.011

(Please do not revise this proposal format without prior approval from Board staff)

New College of Florida
Institution Submitting Proposal

Fall 2024
Proposed Implementation Term

New College of Florida
Name of College(s) or School(s)

Marine Mammal Science
Name of Department(s)/Division(s)

Research Methodology and
Quantitative Methods/Marine Mammal
Science
Academic Specialty or Field

Master's in Marine Mammal Science
Complete Name of Degree

45.0102
Proposed CIP Code (2020 CIP)

Proposed Program Type
 E&G Program
 Market Tuition Rate Program
 Self-Supporting Program

The submission of this proposal constitutes a commitment by the university that, if the proposal is approved, the necessary financial resources and the criteria for establishing new programs have been met before the program's initiation.

Date Approved by the University
Board of Trustees

President's Signature Date

Board of Trustees Chair's Date
Signature

Provost's Signature Date

Projected Enrollments and Program Costs

Provide headcount (HC) and full-time equivalent (FTE) student estimates for Years 1 through 5. HC and FTE estimates should be identical to those in Appendix A – Table 1. Indicate the program costs for the first and the fifth years of implementation as shown in the appropriate columns in Appendix A – Table 3A or 3B. Calculate an Educational and General (E&G) cost per FTE for Years 1 and 5 by dividing the total E&G by FTE.

Implementation Timeframe	HC	FTE	E&G Cost per FTE	E&G Funds	Contract & Grants Funds	Auxiliary/Philanthropy Funds	Total Cost	
Year 1	10	10	\$131,192	\$1,311,920	\$250,000	\$100,000	\$1,661,920	
Year 2	24	24						
Year 3	39	32						
Year 4	48	40						
Year 5	62	50	\$29,132	\$1,456,590	\$750,000	\$400,000	\$2,606,590	

Programs of Strategic Emphasis Waiver (for baccalaureate programs only)

Does the program fall under one of the CIP codes listed below?

Yes


No

If yes, students in the program will be eligible for the Programs of Strategic Emphasis (PSE) waiver. See [Board Regulation 7.008](#) and the [PSE Waiver Guidance](#) for additional details.

CIP CODE	CIP TITLE	CATEGORY
11.0101	Computer and Information Sciences	STEM
11.0103	Information Technology	STEM
14.0801	Civil Engineering	STEM
14.0901	Computer Engineering	STEM
14.1001	Electrical and Electronics Engineering	STEM
27.0101	Mathematics	STEM
40.0801	Physics	STEM
52.0301	Accounting	GAP ANALYSIS
52.0801	Finance	GAP ANALYSIS
52.1201	Management Information Systems	STEM

Additional Required Signatures

I confirm that I have reviewed and approved Need and Demand Section III.F. of this proposal.



Signature of Equal Opportunity
Officer

February 5, 2024
Date

I confirm that I have reviewed and approved Non-Faculty Resources Section IX.A. and IX.B. of this proposal.



Signature of Library Dean/Director

January 29, 2024
Date

Introduction

I. Program Description and Relationship to System-Level Goals

A. Describe within a few paragraphs the proposed program under consideration and its overall purpose, including:

- **degree level(s)**
- **majors, concentrations, tracks, specializations, or areas of emphasis**
- **total number of credit hours**
- **possible career outcomes for each major (provide additional details on meeting workforce need in Section III)**

New College of Florida (NCF) is seeking approval for a Master's degree program in Marine Mammal Science, our second master's program. The Master's in Marine Mammal Science (MIMMS) degree program will be offered on New College of Florida's main campus in Sarasota. This will be a four-semester, two-year graduate program (48 credit hours total, 24 credit hours each year). The master's degree will require a research thesis and be research focused, including experimental design, research methods, and quantitative analysis.

Our goal is to enroll an initial cohort in Fall 2024 of approximately 10 students. By year 5, Fall 2029, the entering cohort is planned to be 35 students. We will substantially increase recruiting efforts in the future to meet this goal. After year 5, the MIMMS degree will be ongoing.

Students trained in this program will have multiple options for next steps after graduation. The skills required to study marine mammals in an interdisciplinary way, the focus of this program, are broadly applicable to advances in science, technology and medicine. Talented New College undergraduates, working toward their New College of Florida B.A. degrees in a liberal arts environment that both challenges and permits them to pursue a highly individualized course of study, have chosen to develop skills in these methodologies and data analyses and have gone on to a wide swath of occupations (e.g., medical doctors, vets, lawyers, statisticians, park rangers, laboratory managers, conservation agency staff, non-profit staff, zoo and aquarium researchers and

managers, etc.) after graduation. Today, research skills are as necessary a part of a good education as clear writing and reasoning skills. The MIMMS degree program provides individuals with the post-baccalaureate training needed to pursue careers in research design and data analysis, comparative psychology, conservation biology, ecology, and marine mammal husbandry and training.

B. If the proposed program qualifies as a Program of Strategic Emphasis, as described in the Florida Board of Governors 2025 System Strategic Plan, indicate the category.

- **Critical Workforce**

- Education
- Health
- Gap Analysis

- **Economic Development**

- Global Competitiveness
Science, Technology, Engineering, and Math (STEM)

x **Does not qualify as a Program of Strategic Emphasis.**

II. Strategic Plan Alignment, Projected Benefits, and Institutional Mission and Strength

A. Describe how the proposed program directly or indirectly supports the following:

- **System strategic planning goals (see the link to the 2025 System Strategic Plan on the [New Program Proposals & Resources](#) webpage)**
- **the institution's mission**
- **the institution's strategic plan**

NCF's proposed MIMMS aligns with the following Florida University System Strategic Planning Goals:

- **GOAL: Strengthen Quality and Reputation of the Universities: Improve the quality and relevance of the System's institutions with regard to state, national, and international preeminence.**
 - This will be the first master's program in Florida to focus specifically on marine mammal science. This will improve the quality and relevance of Florida public institutions to state and national preeminence.
- **GOAL: Increase Research Activity and Attract More External Funding: Increase research activities to help foster entrepreneurial campus cultures. Attract more research funding from external (includes federal and private) sources.**
 - Research conducted by graduate students and faculty through the proposed marine mammal science program will immediately be supported in part by grants from the Office of Naval Research and a Human Frontier Science Program award. Future work is expected to attract external funding from these sources and potentially from awards related to Florida agencies, such as the National Oceanic Atmospheric Administration (NOAA) and the Fish and Wildlife Research Institute (FWRI), NSF, and industry support (e.g., zoos/aquariums). Graduate students will be

- encouraged to be entrepreneurial in searching for external funding.
- GOAL: Increase Levels of Community and Business Engagement: Increase faculty and student involvement in community and business engagement activities.
 - The proposed marine mammal science program will further cement community and business involvement with multiple zoos and aquariums in the state, e.g., Clearwater Aquarium, and other state, national and international research organizations (e.g., FWRI).
- GOAL: Increase Community and Business Workforce: Increase the percentage of graduates who continue their education or are employed full-time.
 - The proposed marine mammal science program will develop internships and pathways to full-time jobs for its graduates. It will also provide pathways for New College BA earners to pursue further education that will lead to full-time employment.

The New College Mission is:

New College of Florida prepares intellectually curious students for lives of great achievement. It offers a liberal arts education of the highest quality in the context of a small, residential public honors college with a distinctive academic program which develops student intellectual and personal potential as fully as possible; encourages the discovery of new knowledge and values while providing opportunities to acquire established knowledge and values; and fosters the individual's effective relationship with society.

MIMMS aligns with the mission by:

- being of the highest quality,
- being distinctive (unique in the nation),
- fully developing intellectual and personal potential of each graduate student,
- encouraging the discovery of new knowledge through the research thesis, and
- fostering an effective relationship with society through career preparation.

MIMMS directly and indirectly supports the NCF Strategic Plan by contributing to three goals in the Strategic Plan: recruit more students who will thrive at NCF, keep them here for four years, and make their degree more valuable.

1. Recruit more students who will thrive at NCF

a. Tell the New College Story

iii. Enhance academic reputation -Promote curriculum and programs of distinction. *MIMMS will be distinctive. It will be the only program in Florida that focuses on marine mammal science. The only comparable program is University of St.- Andrews, in Scotland.*

2. Keep them here for four years

b. Immerse students in curricula that inspires

i. Develop attractive programs that are important to Florida. *The science of marine mammals is important to Florida.*

iii. Engage students in high impact practices - Increase externally-funded faculty research involving students. *Master's students and undergraduates will participate in faculty funded research, a high impact practice.*

3. Make their degree more valuable

ii. Develop pathways to immediate employment and continuing education

- Enhance career-readiness, continuing education, and post-graduation programming (e.g., What's Next?) with additional pathways and articulation agreements. *MIMMS will enhance career readiness through two classes - Writing a Journal Article and Agencies: Research, Funding, Logistics, Professional Pathways.*
- Develop pathways from NCF to graduate programs. *Biology and Psychology undergraduates will be recruited to be Marine Mammal Science graduate students.*

4. Make Sarasota an educational destination

iii. Collaborate with research, artistic, medical organizations and businesses -Mellon Grant (connect arts and humanities in the local region) -Establish Local Global Center. *Through collaboration with the Sarasota Dolphin Research Program (SDRP), Marine Mammal Science will solidify Sarasota as a research and educational location for marine mammals. (In Spring 2023 NCF & SDRP collaborated with Museum Studies to produce an exhibition supported by Mellon on NCF's campus.)*

iv. Cultivate faculty networks with professional, scientific organizations -Enhance grant activities. *Marine Mammal Science faculty are well networked with professional and scientific networks. They often present their research at national and international conferences. Graduate students will expand the value of these networks by producing new knowledge through research.*

MIMMS builds on a foundation of both undergraduate and faculty research related to marine mammals. This includes faculty in Biology, Marine Biology, Psychology, Biopsychology, Animal Wellbeing and Conservation, and Neuroscience. The core faculty for MIMMS have published research about dolphins, manatees and sea lions, often engaging undergraduates in this research. NCF has a strong working relationship with SDRP, which has the longest running research of a wild dolphin population globally.

B. Describe how the proposed program specifically relates to existing institutional strengths. This can include:

- existing related academic programs
- existing programs of strategic emphasis
- institutes and centers
- other strengths of the institution

NCF is the smallest of the twelve universities in the State University System of Florida. The state’s designated public honor’s college, it serves exceptionally talented students in a residential, liberal arts environment that both challenges and permits students to pursue a highly individualized and interdisciplinary course of study. MIMMS’ degree program is the college’s second post-baccalaureate degree program. Half of the nation’s liberal arts colleges offer highly targeted graduate programs in areas of institutional strength, and this program will be a unique contribution to the U.S.’s offerings.

NCF’s unique strengths make Marine Mammal Science a particularly appropriate area for the college to offer as a graduate program on several counts: (1) Current faculty teaching in the B.A. programs are globally recognized for their research focused on marine mammals (manatees, bottlenose dolphins, sea lions). (2) NCF’s campus is on Sarasota Bay, the location of the longest studied population of wild dolphins in the world. (3) Florida is home to more manatees than anywhere else. (4) Florida has a large number of zoos and aquariums housing marine mammals. Due to these strengths, the creation of this program has been a goal of New College faculty for a dozen years, and funding is now attainable to make the program a reality.

In combination, Biology, Marine Biology, and Psychology (including Biopsychology, Neuroscience, Animal Wellbeing) produce a disproportionate number of BA degrees at New College, 33% of all BAs in 2023.

Biology, Marine Biology, and Psychology Academic Productivity AY 2022-23

# Course Enrollments 2022-23	# Independent Study Projects 2022-23	# Tutorials 2022-23	# Theses 2022-23	# Theses Collegewide 2022-23
522	70	205	42	127
% of 2023 BA Graduates With Biology and Psychology Faculty members as Thesis Sponsor			33%	

NCF has strong undergraduate programs in Psychology, Biopsychology, Animal Wellbeing and Conservation, Neuroscience, Biology, and Marine Biology. We also have the Pritzker Marine Biology Lab, and a dock with a boat lift on Sarasota Bay. We have the Limbatus, a teaching and research vessel for Sarasota Bay. The waterfront program also offers a rescue boat, numerous sailboats, kayaks, and

paddleboards.

Marine Mammal Science will collaborate with Applied Data Science on statistical training for graduate students. In 2023, Fortune Magazine ranked the program #25 in Best Master's in Data Science Programs nationwide. Also in 2023, the Applied Data Science program finalized a grant agreement totaling nearly \$100K from the United States Department of Agriculture that will support internships for its students, which marks the second time the USDA has sponsored internships for New College graduate students.

We are concurrently submitting a request to the BOG to establish a state of Florida SUS institute, the *Florida Institute of Marine Mammal Science (FIMMS)*, in which NCF and the Aquatic Animal Health Program in the University of Florida's College of Veterinary Medicine partner to support marine mammal science related to teaching, research, service, and the conservation of marine mammals in Florida.

C. Provide the date the pre-proposal was presented to the Council of Academic Vice Presidents Academic Program Coordination (CAVP ACG). Specify any concerns raised and provide a narrative explaining how each concern has been or will be addressed.

The pre-proposal was presented to the CAVP ACG on September 13, 2023. Members of the ACG had no formal concerns, although they provided useful feedback that helped shape this proposal including clarifying our reasons for choosing this CIP code. We chose a CIP code highlighting Research Methodology and Quantitative Methods because our interdisciplinary program highlights methodology and analysis across lab and field practices in multiple areas (behavior, ecology, neuroscience, cognition, acoustics) related to marine mammal science. (Review section IV to see how this CIP code integrates curriculum and learning outcomes.) They also suggested that we engage with related programs at other universities and institutions, a suggestion on which we have followed up in multiple ways including conversations with personnel at USF's College of Marine Science, USF Sarasota-Manatee, UF's Aquatic Animal Health Program, Eckerd College, FWRI, US Fish and Wildlife Service (FWS), NOAA, and Florida zoos and aquariums.

D. In the table below provide an overview of the institutional planning and approval process leading up to the submission of this proposal to the Board office. Include a chronology of all activities, providing the names and positions of university personnel and external individuals who participated.

- **If the proposed program is at the bachelor's level, provide the date the program was entered into the APPRiSe system, and, if applicable, provide a narrative responding to any comments received through APPRiSe.**
- **If the proposed program is a doctoral-level program, provide the date(s) of the external consultant's review in the planning table. Include the external consultant's report and the institution's responses to the report as Appendix B.**

Planning Process

The planning process formally began in May of 2023. However, Dr. Harley had been working on creating MIMMS for several years prior to the start of this iteration of planning. In June of 2023, MIMMS was included in NCF's Accountability Plan. In July of 2023, New College prepared and submitted an LBR to support MIMMS. In September of 2023, a pre-proposal was prepared for CAVP review. In December of 2023, we submitted a New Program Proposal to SACSCOC.

Date	Participants	Planning Activity Description
5-17-23	Prov Thiessen, Prof/Dir Harley	Proposal introduced to Interim Provost
5-24-23	Pres Corcoran, Prof/Dir Harley, Director Whittle	Proposal introduced to Interim President
6-23-23	Prov Thiessen, Prof/Dir Harley, Dir Whittle, Dr Lal	Master's in Marine Mammal Science included in NCF Accountability Plan
7-6-23	NCF BOT, VP Kinsley	NCF BOT Approval of LBR for Master's in Marine Mammal Science
9-1-23	Prof/Dir Harley, Dir Whittle, Prov Thiessen, Dr Lal	Pre-proposal submitted to CAVP Academic Working Group
9-13-23	CAVP Academic Working Group, Dr Lal, Prov Thiessen	Discussed preproposal, no concerns
11-9-23	BOG	BOG approves Accountability Plan

E. In the table below, provide a timetable of key events necessary for implementing the proposed program following approval of the program by the Board office or the Board of Governors through to the addition of the program to the State University System Academic Degree Program Inventory.

Events Leading to Implementation

Date	Implementation Activity
9-25-23	NCF Educational Policy Committee discussion and review of MIMMS
11-8-23	Faculty meeting presentation and discussion of MIMMS
12-21-23	Submit New Program Proposal to SACSCOC
2-6-24	Draft full proposal completed, begin discussions with BOG staff, revisions
2-22-24	NCF BOT approves full proposal
2-28-24	Submit full proposal to BOG staff
3-26/27-24	BOG approval of MIMMS
4-2-24	Submit revisions to SACSCOC
7-1-24	MIMMS program opens

Institutional and State-Level Accountability

III. Need and Demand

A. Describe the workforce need for the proposed program. The response should, at a minimum, include the following:

- **current state workforce data as provided by Florida's Department of Economic Opportunity**

Given the interdisciplinary course of study, the proposed MIMMS prepares graduates for a diverse mix of occupations including but not limited to science, policy, research, and education jobs. According to current state workforce data, there is a workforce need for all occupations directly linked to the program with a projected growth for 2023-2031 ranging from .5% to 36.4%. For example, the 8.6% projected increase in job openings for Natural Sciences Managers indicates a demand for individuals with managerial expertise, making the program beneficial for those aspiring to lead marine mammal research initiatives or conservation projects in the state. Additionally, the 5.5% increase in job openings for Conservation Scientists underscores the importance of preparing professionals who can address the unique challenges of marine conservation in Florida and guide government policy and industry. Furthermore, the significant 36.4% increase in job openings for Statisticians highlights the growing need for data-driven decision-making across all industries, and through the proposed program, graduates will be prepared to address this crucial aspect specifically for marine mammal science including but not limited to analyzing population trends, habitat data, human-animal interactions, human/animal behavior, and other research outcomes.

Overall, considering Florida's reliance on its coastline and the ocean as important contributors driving economic activity, it will be critical for the state to develop and maintain healthy ecosystems and robust marine mammal life. Therefore, this program will prepare graduates for jobs in management, research, conservation, education, and data analysis, related to marine science, likely aligning well with the evolving needs of the workforce in the state and its blue economy.

- **current national workforce data as provided by the U.S. Department of Labor's Bureau of Labor Statistics**

The proposed MIMMS program is well-aligned with the national workforce needs based on the projected percentage increase in job openings from 2022 to 2032. The data indicate a consistent demand for skilled professionals across various fields related to marine mammal science. The 4.80% increase in job openings for Natural Sciences Managers suggests a need for individuals with leadership and organizational skills in marine mammal research and conservation. Additionally, the 3% increase in job openings for Zoologists and Wildlife Biologists underscores the relevance of specialized training in marine mammal science to address the growing demand for experts in the field. The program could cater to the 4.10% increase in job openings for Conservation Scientists, preparing graduates to contribute to marine conservation efforts. Furthermore, the substantial 31.60% increase in job openings for Statisticians highlights the importance of statistical expertise in marine mammal research, emphasizing the program's potential to produce professionals well-equipped to analyze and interpret complex data in this domain.

Overall, the proposed MIMMS program appears to address national workforce needs, providing a comprehensive approach to training professionals who can contribute significantly to the management, research, conservation, and data analysis aspects of marine mammal science in the coming decade.

- **requests for the proposed program from agencies or industries in the university's service area**

We have met with representative agencies, zoos and aquaria, and research organizations to assess the needs of those groups and align our program with those needs. With Florida's extensive coastlines (8,436 miles of shoreline, as calculated by NOAA), marine mammals are a focus of many groups across sectors. We found a need for marine mammal-oriented employees with interdisciplinary knowledge, strong research skills (quantitative analysis, research design, data collection), and strong communication and professional skills. The proposed MIMMS has been designed to prepare students to meet all of these needs. Specifically, from FWRI we met with Andy Garrett at the Manatee Necropsy Lab and Director Gil McRae. From the NOAA, we have met with Elizabeth Fetherston the Marine Mammal Restoration Coordinator and Laura Engleby the Branch Chief for the Southeast Regional Office Marine Mammal Branch. From the FWS Office, we met with Larry Williams, State Program Supervisor, and Gianfranco Basili, Deputy State Supervisor. On January 31, we met with David Mann, CEO of Loggerhead Instruments. In 2017 and 2018, Harley attended the Association of Zoos and Aquariums conferences and interviewed people from many institutions on their needs and interests in curriculum to prepare future zoo/aquarium researchers and managers. These meetings informed the curriculum. We found a high level of interest in future graduates from the proposed program and we will continue to work closely with these groups to best prepare our graduates.

- **any specific needs for research and service that the program would fulfill**

Florida's waters are home to a wide range of marine mammal species including manatees, dolphins, and whales. This includes threatened and endangered species like state marine mammal the Florida manatee. Marine mammals are important to the state of Florida from an ecological perspective, as sentinel species for ecosystem health, and also economically. Marine mammals are a major attraction for visitors, contributing to the tourism sector, a substantial part of Florida's economy. This impact includes visits to the state's approximately 50 zoos and aquaria, boat tours, and snorkeling/diving. Florida has acknowledged the value of marine mammals to the state by not only enforcing national protections such as the Marine Mammal Protection Act and Endangered Species Act, but also by creating state protections such as the Florida Manatee Sanctuary Act. The proposed MIMMS program will help protect the state's marine mammals and the value they bring to the state.

For example, marine mammals face many threats in Florida including loss of seagrass, red tide, and boat strikes. The drastic loss of the majority of seagrass in the Indian River Lagoon region has created an ongoing Unusual Mortality Event (UME) in which over 1,000 Florida manatees have died (Florida Fish and Wildlife Conservation Commission, FWC, 2024; Morris et al., 2022). Red tide, a form of algal blooms that produce toxins,

not only have serious health effects for humans but can also be lethal to marine mammals. A red tide in late 2017–early 2019 resulted in the deaths of more than 200 manatees and more than 200 bottlenose dolphins (FWC, 2024; Mote Marine Laboratory, 2019). Mortality from boat strikes impact dolphins, manatees, and the critically endangered North Atlantic Right Whale with an approximate population size of 360 (NOAA, A, 2024). Florida is home to a calving ground for North Atlantic Right Whales and boat strikes; a third of North Atlantic Right Whale mortalities with an identifiable cause is attributed to boat strikes (NOAA, B, 2024). These threats, and many more, require an interdisciplinary approach to address them effectively (Harley, Cook, & Bauer, in press).

The proposed MIMMS program will prepare students to tackle problems like these both during their time in the program through research and outreach as well as beyond graduation as they enter Florida’s workforce. The proposed program will provide students with interdisciplinary knowledge and skills including research design, measurement of variables, data analysis, modeling, statistics, project management, collaboration, boat handling, photo ID, learning and cognition, acoustical analysis, interpreting brain images, and oral and written communication for multiple audiences. Additionally, we will provide ample opportunities for students to apply these skills and knowledge through conducting their own publication-quality research, methodological-focused courses, and internship/practicum experiences. As described above, we have met with representative agencies, aquaria, and research organizations to collaborate on research projects and best prepare our students to contribute to these groups after they graduate. The graduates of the proposed program will be well-prepared to join a Doctoral program or a wide range of occupations including research scientist, veterinarian (with additional training), laboratory manager, statistician, conservation agency staff, zoo and aquarium researchers and managers, conservation policy, and wildlife manager. Example potential agency employers include NOAA, FWC, US Geological Survey, and State Parks.

Florida Fish And Wildlife Conservation Commission. Retrieved January 27, 2024, from <https://myfwc.com/research/manatee/rescue-mortality-response/statistics/mortality/>

Harley, H.E., Cook, P.F., & Bauer, G.B. (In press). The future of comparative cognition? *Conservation! Comparative Cognition and Behavior Reviews*.

Morris, L. J., Hall, L. M., Jacoby, C. A., Chamberlain, R. H., Hanisak, M. D., Miller, J. D., & Virnstein, R. W. (2022). Seagrass in a Changing Estuary, the Indian River Lagoon, Florida, United States. *Frontiers in Marine Science*, 8. <https://www.frontiersin.org/articles/10.3389/fmars.2021.789818>

Mote Marine Laboratory 2019 Annual Report | Impacts | Research | Red Tide. <https://mote.org/2019-annual-report-impacts-research-red-tide>

National Oceanic and Atmospheric Administration A. Retrieved January 27, 2024, from <https://www.fisheries.noaa.gov/species/north-atlantic-right-whale>

National Oceanic and Atmospheric Administration B. Retrieved January 27, 2024, from <https://www.fisheries.noaa.gov/national/marine-life-distress/2017-2024-north-atlantic-right-whale-unusual-mortality-event>

National and Florida Workforce Demand

In the table below, provide occupational linkages or jobs graduates will be qualified to perform based on the training provided for the proposed program that does not currently appear in the most recent version of the Search by CIP or SOC Employment Projections Data Tool provided periodically by Board staff.

Occupational Linkages for the Proposed Program

SOC Code	Occupation Title	Source / Reason for Inclusion
11-9121	Natural Sciences Managers	Graduates' training in marine mammal science prepares them well to become managers of a range of aquatic and/or animal habitats, exhibits, and/or environments. Examples include but not limited to Natural Resource, Wildlife, Fisheries, Hatchery, and/or Aquarium Managers.
19-3099	Social Scientists and Related Workers, All Other	Graduates will be trained to design and critique experimental designs using interdisciplinary techniques that explore the interactions between marine mammals and society directly contributing to finding solutions to complex environmental/marine problems. With expertise in marine mammal behavior, communication, and interactions with human societies, graduates could find opportunities in research, policy development, or education.
19-1023	Zoologists and Wildlife Biologists	Graduates will be trained to demonstrate an integrated understanding of key concepts in biology, ecology, cognition, and neuroscience as applied to marine mammals. Furthermore, equipped with the skills to clearly and effectively communicate marine mammal science to scientific and non-scientific audiences, graduates can easily transition into specialist biologist positions in a range of institutions including but not limited to government agencies, aquatic preserves, zoos, aquariums, universities, and non-profit research facilities.
19-1031	Conservation Scientists	With advanced studies in marine mammal science, graduates will

		understand how to manage, improve, and protect the environments in which marine mammals live. This knowledge is transferable to jobs related to policy-making, consulting, and sustainability.
25-1069	Social Sciences Teachers, Postsecondary, All Other	Equipped with advanced scientific training and knowledge, graduates can use their master's credential to pursue science/marine science teaching positions in higher education. Graduates could continue to doctoral studies, leading to teaching and research positions at universities.
15-2041	Statisticians	Graduates will be proficient at developing and applying statistical theory and methods to collect, organize, interpret, and summarize numerical data to provide usable information. With proficiency in both marine mammal science and statistics, graduates could find opportunities in research, data analysis, and modeling. Example job titles include Marine/Animal/Fisheries Research Scientist.

Complete the table below and summarize its contents in narrative form. Include data for all linked occupations, including those in the table above. Use data from the Search by CIP or SOC Employment Projections Data Tool provided periodically by Board staff.

Labor Market Demand, CIP Code 45.0102

Occupations	Percent Change in Job Openings		Annual Average Job Openings		Total # of New Jobs		Education Level Needed for Entry
	FL 2022-30	U.S. 2021-31	FL 2022-30	U.S. 2021-31	FL 2023-31	U.S. 2021-31	
Natural Sciences Managers	12.3%	5.9%	234	6900	325	4600	B
Social Scientists and Related Workers, All Other	7.1%	1.6%	169	3700	121	600	B

Zoologists and Wildlife Biologists	0.7%	5.6%	156	1500	91	100	M
Conservation Scientists	8.1%	1.8%	63	2300	49	700	B
Social Sciences Teachers, Postsecondary All Other	11.6%	5.5%	87	1800	91	1100	D
Statisticians	39.4%	32.7%	2075	3900	587	11200	M
Managers, All Other	N/A	6.0%	N/A	113100	N/A	78400	N/A
Survey Researchers	5.6%	6.3%	42	1000	24	700	M
Sociologists	6.3%	5.4%	8	300	5	200	M

B. Provide and describe data that support student demand for the proposed program. Include questions asked, results, and other communications with prospective students.

There are several lines of evidence that there is robust student demand for the proposed MIMMS program.

- NCF regularly has students enroll specifically to work with our faculty who have marine mammal expertise.
- Marine mammal-focused courses are popular with undergraduate students and commonly need to be capped for logistic and pedagogical constraints. Below are marine mammal-related courses from the Fall 2018–Fall 2023 period.

Course name	Semester	Professor	Number of students
Comparative Brain Connectivity Laboratory	Offered every Fall 2017-2023	Cook	8-12
Marine Mammal Biology	Fall 2023	Rycyk	26

New Stories, New College: An Interdisciplinary Laboratory Showcasing New College/Community Sciences – WITH Introduction to Museum Studies (Mellon funded) & SDRP	Spring 2023	Harley/Brion	20
Analysis of Florida Manatee Mortality Events	Spring 2022	Rycyk	10
Marine Mammal Biology	Spring 2021	Rycyk	16
Cognitive Laboratory: Parallel Approaches to Facilitating Wellbeing across Species	Spring 2020	Harley	7
Marine Mammal Biology	Spring 2019	Rycyk	14
Wellbeing of Humans and Other Animals: Welfare & Emotions	Fall 2018	Harley	10

- Representative marine mammal-related tutorials include: HFSP-Funded research assistantship: Marine Mammal DTI Tractography + Histology, Marine Mammal Diffusion Tensor Imaging, Calculating Brain Region Volumes in California Sea Lions Using MRI, Advanced Analyses of Manatee Body Condition, Dolphin Acoustic Analysis, Marine Mammal Acoustics, Analysis of the Underwater Acoustic Behavior of North American River Otters, African Manatee Vocalizations, Sirenian Vocal Behavior, Otter Behavior and Biology, Research Internship in Comparative Cognition: Working with Marine Mammals in Aquaria, Clearwater Marine Aquarium Dolphin Husbandry and Research, Dolphin Field Research, Research Methods in Measuring Harmonics of Bottlenose Dolphins.
- Representative marine mammal-related Independent Study Projects sponsored (our January term) include: Comparative Brain Connectivity in Sea Otters, Calculating Brain Region Volumes in California Sea Lions

Using MRI, Pilot Study Testing Behavioral Flexibility of Wild Otters Solving a Puzzle, Behavior of Captive and Wild Antillean Manatees, Development of a Classification of Spatial Overlap in Algae and Vibrissa in Manatees, A Game of Situational Awareness of Manatees and Boats, Research Assistant for Dolphin Vocalizations/Behavior at Clearwater Marine Aquarium, and Ecological Dolphin Research in Sarasota Bay with SDRP.

- There is high demand for marine mammal research experience. In addition to meeting this need we create/facilitate research opportunities for undergraduate students that prepare them for graduate level work in this field. For example:
 - In the summer of 2020, Dr. Rycyk secured funding from the Environmental Discovery Awards Program and offered four paid undergraduate internships. The students worked with Dr. Rycyk created the first characterization of African manatee vocalizations and continued on the project after the summer. Their efforts resulted in co-authorship on a publication, and two students went on to join graduate programs related to bioacoustics.
 - Dr. Cook is one of four PIs on a \$1.4 million international grant to examine the relationship between the behavior, ecology, neurobiology, and evolution of rhythmic communication in marine mammals, including cetaceans and pinnipeds. The grant runs through 2025, and is currently supporting two NCF paid research assistants doing pioneering work mapping the auditory and communication pathways in dolphin and whale brains. Both students are co-authoring related papers as they complete their theses, presenting their data at the Comparative Cognition Conference in April, and have applied competitively to masters and doctoral programs in Neuroscience.
 - Dr. Cook is also part of an ongoing consortium studying the effects of algal toxins on marine mammals, which periodically provides opportunities for NCF students. E.g., a 2022 thesis student used related neuroimaging data for her thesis, and then went on to attend veterinary school and coauthor a published longitudinal case study of a fur seal exposed to algal toxins.
 - Dr. Harley is one of 10 PIs on a multi-million dollar ONR Multi-University Research Initiative grant to learn more about how dolphins use echolocation to parse acoustic information neurally and recognize objects using echolocation. The grant supports New College students working at Clearwater Marine Aquarium and can support future graduate students in the proposed Master's program.
 - Dr. Harley has worked in over a dozen marine mammal facilities, and her students and graduates have worked on projects at many oceanaria including Dolphins Plus, Dolphin Research Center, Mystic Aquarium, Clearwater Marine Aquarium, The Seas, The Mirage, Marine Mammal Foundation, Gulf World, and more.
 - Chicago Zoological Society's SDRP - 5 student interns/researchers
 - Clearwater Marine Aquarium - 5 student interns/researchers
- At NCF, undergraduate students must complete a thesis project to graduate. Students commonly tie their thesis topic to their intended post-graduation field of study. Below are marine mammal-related undergraduate theses from 2018–2023 period.
 - Brain Connectivity and Mechanoreception in Marine Mammals (2023)
 - The Underwater Vocal Repertoire of The North American River Otter

- *(Lontra canadensis)* (2020)
- Case Study of Domoic Acid Toxicosis in A California Sea Lion: Diffusion Imaging Analysis of Anterior Thalamus and Connectivity (2022)
- The Phenology of Humpback (*Megaptera novaeangliae*), Blue (*Balaenoptera musculus*), Fin (*Balaenoptera physalus*), Sperm (*Physeter macrocephalus*), And Killer Whales (*Orcinus orca*) Determined by Passive Acoustic Monitoring Near Barkley Canyon (2021)
- Distribution Of the Bigg's Killer Whale Ecotype in The Salish Sea with Regards to Seasonality And Pinniped Vulnerability (2021)
- What Is Enriching for Bottlenose Dolphins (*Tursiops truncatus*) Across Enrichment Types and Contexts? (2020)
- How Far Does a Whistle Travel? The Estimated Active Space of Bottlenose Dolphin (*Tursiops truncatus*) Whistle Harmonics in Sarasota Bay, Florida (2018)
- Characteristics Of Wild Florida Manatee (*Trichechus manatus latirostris*) Vocalizations in Different Sized Groups (2021)
- Growth Patterns and The Effect of pH on The Florida Manatee (*Trichechus manatus latirostris*) Vibrissae (2021)
- Salinity Discrimination in the Florida Manatee (*Trichechus manatus latirostris*)
- Marine mammal faculty often receive requests from students at other schools to work with us in graduate programs. Without a New College program to meet this need, we often suggest the St. Andrews University's Master's in Marine Mammal Science program. However, this program is a difficult option as it is in Scotland, has a 32% acceptance rate, and has a \$34,000 cost/year. Additionally, the program is 1-year in length and the proposed New College program is more robust with 2 years.
- In a survey of NCF undergraduate students we asked, "*If you are interested in the program, why are you interested? Please be specific about why you find this program to be a valuable addition.*" Here are some of the responses:
 - *I am very passionate about marine mammal life and would love to be able to get a master's degree here at New College.*
 - *I am studying environmental engineering sciences, and am involved in research pertaining to the coastal environment of Sarasota Bay. I am also a musician with passions for light and sound science. This program seems to me like a beautiful bridge for me to dive deeper into behavior, neuroscience, and practical applications of engineering study*
 - *Marine mammals science is a popular field. I feel NCF could provide me with that hands-on edge of experience to break into it.*
 - *I am very interested in the program. I have wanted to do marine mammal science for as long as I can remember. I have some experience with marine mammal research, with doing pilot whale and dolphin fin identification in the Canary Islands. Participating in this masters would allow me to gain valuable research experience with marine mammals that will let me gain admission into a top level Ph.D. program.*
 - *I'm interested because I was hoping this would come to light and wished there was a master's program, now there is! My wish literally came true!*
 - *I love the professors involved, and I think this is a unique and exciting opportunity. Adding natural science programs would be highly beneficial for NCF for numerous reasons. The marine biology program is already*

very strong, so I think this is a good method of leveraging that to provide more learning opportunities and gaining new interest in the school.

- *Sarasota is a very unique location for marine mammal science - and a specific master's program here provides a wide breadth of research opportunities.*
- *As a recent graduate of New College of Florida, I am very excited for the possible Marine Mammal Science Master's program. When looking for potential graduate programs in the field of marine biology, I was hoping to find one that utilized research-based and experiential learning as a part of a well-rounded and interdisciplinary approach. This program perfectly aligns with my scientific interests and goals, and it is certainly one of a kind.*
- With the interdisciplinary focus of the proposed program, there is a large pool of students in undergraduate fields of study that would prepare them for the proposed Master's program. For example within NCF, the number of students who graduated with a major in Marine Biology, Biology, Biopsychology, Psychology, Environmental Studies, Neuroscience, Animal Wellbeing and Conservation was 38 in Spring 2023. When considering related majors within the SUS, there are approximately 10,000 SUS graduates per year as reported from 2017-2021. This pool grows when considering students from around the United States and International and would serve to draw talented students to the state.

C. Complete Appendix A – Table 1 (1-A for undergraduate and 1-B for graduate) with projected student headcount (HC) and full-time equivalents (FTE).

- **Undergraduate FTE must be calculated based on 30 credit hours per year**
- **Graduate FTE must be calculated based on 24 credit hours per year**

In the space below, explain the enrollment projections. If students within the institution are expected to change academic programs to enroll in the proposed program, describe the anticipated enrollment shifts and impact on enrollment in other programs.

Currently, NCF has one Master's program (Data Science). We do not expect students within the institution to switch from Master's in Applied Data Science to MIMMS. We are projecting headcount and FTE of 10 students for the Fall 2024 to operationalize the program. By 2029, total enrollment of first and second year Master's students will grow to a headcount of 62 and FTE of 50.

Faculty have already identified 10 students (NCF undergraduates and alumnae, agency and zoo/aquarium professionals, out-of-state students) who will form the first cohort of graduate students for MIMMS. In year 2 we will add 7 students from other Florida universities and this will slowly increase in the following years. In year 3 we will add 2 part-time students taking 6 credit hours each from industries and agencies in Florida. This will also slowly increase year by year. In year 4, as word spreads about the MIMMS, we will enroll our first foreign students.

D. Describe the anticipated benefits of the proposed program to the university, local community, and the state. The benefits of the program should be described both quantitatively and qualitatively.

This will be a unique program for the United States, integrating lab and field studies in an interdisciplinary academic setting. MIMMS will partner with world-class universities and experts including the highly esteemed SDRP conducting the longest study of wild dolphins in the world (Sarasota Bay) and colleagues at Woods Hole Oceanographic Institution, St Andrews University (Scotland), and more. The potential for increasing grant funding to New College is high. MIMMS will increase opportunities for undergraduate students at NCF to participate in lab and field research. MIMMS will produce trained scientists for conservation management, lab and field scientists, technicians, and qualified employees for zoos, aquaria, and non-profit organizations.

NCF will benefit from the Master's program by bringing a worldwide eminent research and teaching program to our institution. As the only research-focused Marine Mammal Science Master's in the U.S., we will attract bachelor degree earners from around the globe to enroll. In addition, our focus on Florida, national, and global partnerships will grow and expand, and NCF will be at the center of that movement. Current and future NCF undergraduates will have increased opportunities for classes, research, and attending an affordable graduate program as a continuum to their bachelor's degree.

This program will also benefit our local Sarasota/Manatee community by formally integrating two beloved giants of the Sarasota Community—NCF and the Chicago Zoological Society's SDRP. Bringing graduate students and their research to Sarasota Bay will further integrate NCF into the local community and provide data and conclusions concerning the state of Sarasota Bay and potential management and research priorities. Ongoing monitoring and research are vital to conserving our precious Bay and to bringing funding and focus to our area. The continued partnership of these two powerhouses will further increase the expertise and partnerships dedicated to studying our marine mammals and their ecosystem.

The program also brings value to our state. Florida has the longest coastline in the mainland U.S. and a plethora of marine mammals on both coasts and within our springs. Our federal and state partners both have strong marine mammal conservation management mandates, yet most of their staff are trained outside of the state. Having a prestigious program within Florida's State University System will give graduates a greater appreciation of Florida's specific ecology and needs.

E. If other public or private institutions in Florida have similar programs at the four- or six-digit CIP Code or in other CIP Codes where 60 percent of the coursework is comparable, identify the institution(s) and geographic location(s). Summarize the outcome(s) of communication with appropriate personnel (e.g., department chairs, program coordinators, deans) at those institutions regarding the potential impact on their enrollment and opportunities for possible collaboration in the areas of instruction and research.

No public universities in Florida offer a Master's degree in the 45.0102 CIP.

The curriculum of FAU's Master of Marine Science and Oceanography focuses on ecology, finfish, geochemistry, remote sensing, and coastal hazards. There are no courses in common with the proposed New College MIMMs.

We reviewed 49 private, non-profit colleges and universities offering Master’s degrees in Florida, however none had the same CIP code. We used the College Navigator from the National Center for Educational Statistics. There are 4 private colleges/universities in Florida that offer a vaguely similar Master’s degree in Marine Biology and Biological Oceanography. University of Miami offers a Master of Professional Science (MPS) degree that requires 30 CH. The New College MIMMS is a 48 CH degree, and a research thesis is required.

Table 4: Similarity with Other Programs in the State of Florida (Private & Public)

Institution Name	Public/Private	Location Program is Being Offered	CIP Code	Program Name
Florida Atlantic University	Public	Ft. Lauderdale	30.3201	Master of Marine Science and Oceanography
Florida Institute of Technology	Private	Melbourne	26.1302	Marine Biology
Jacksonville University	Private	Jacksonville	26.1302	Marine Science
Nova Southeastern University	Private	Ft. Lauderdale	26.1302	Marine Science
University of Miami	Private	Coral Gables	26.1302	Marine Biology and Ecology: Marine Mammal Science Track

F. If the proposed program substantially duplicates a program at Florida Agricultural and Mechanical University (FAMU), a letter of support from FAMU must be provided. The letter must address whether the proposed program may adversely affect FAMU's ability to achieve or maintain student diversity in its existing program. The institution's Equal Opportunity Officer shall review this section of the proposal, sign, and date the additional signature page to indicate that all requirements of this section have been completed.

Not applicable.

IV. Curriculum

A. Describe all admission standards and all graduation requirements for the program. Hyperlinks to institutional websites may be used to supplement the information provided in this subsection; however, these links may not serve as a standalone response. For graduation requirements, describe any additional requirements that do not appear in the program of study (e.g.,

milestones, academic engagement, publication requirements).

Admissions: The following admission factors will be considered for applicants to the Master of Marine Mammal Science:

1. *Graduate Application for the MIMMS program.
2. Recent employment and/or academic experience (including fellowships, internships, research positions).
3. *Academic record (all post-secondary transcripts), with documentation of a bachelor's degree (or a documented forth-coming degree) from an accredited US college or university (or the foreign equivalent, as determined by a NACES-member transcript evaluation service). Students with academic records from non-US colleges or universities should arrange for professional evaluation (and translation, if necessary) of their transcripts by a NACES-member service.
4. *Letters of recommendation.
5. *Personal statement with preferred area of interest.
6. GRE, GRE Subject, or GMAT scores (preferred but optional).
7. Students who are not US citizens or US Permanent Resident Aliens, and whose first language is not English, must provide proof of English proficiency. Typically, recent scores (within the past two years) will be required, as follows:

1. Test of English as a Foreign Language (TOEFL): score of 83 or better on the TOEFL Ibt, or 560 on the Paper-Based TOEFL; or

2. International English Language Testing System (IELTS): score of 6.5 or better; or

3. Recent records (within the past two years) of successful academic or professional work in a setting where English is the primary language in use may be considered as a substitute for the testing requirement.

*Required for admission

The Marine Mammal Science Graduate Academic Program Committee is charged with reviewing candidate application files and selecting students to be offered admission. The Committee is composed of MIMMS' Directors and 2-3 core faculty of the Marine Mammal Science program.

Following the practice established by our existing master's program, selection for an offer of admission to the Program requires the following:

1. Each member of the Committee has reviewed the candidate's file.
2. Each member of the Committee has certified that the candidate's file is

- complete.
3. Each member of the Committee has considered the candidate's course work and any information regarding relevant job experience with regard to demonstrated skills involving computation, mathematics and statistics.
 4. Each member of the Committee has certified that the candidate satisfies the minimum admission requirements.

If any member of the Committee believes an applicant does not meet the minimum requirements, admission can only be offered on a provisional basis, through unanimous consent of the Committee. Provisional admission may be extended for the first semester, for example, if coursework and/or the bachelor's degree is still in progress at the time of review and the candidate can reasonably be expected to provide official transcripts to document meeting the requirement(s) before the second semester begins. If provisional admission is extended, the Committee will specify successful completion of the unmet requirement(s) as a condition required for enrollment after the first semester.

The Committee will determine two tiers of candidates eligible for admission. In determining the tiers, the Committee will acknowledge the importance of a widely representative distribution of skills.

Graduation Requirements:

GRADUATION REQUIREMENTS

- Successful completion of all credit and non-credit courses in the first and second year as outlined in "Curriculum" section of the academic program: 48 credit hours
- A minimum of 3.00 cumulative grade point average (GPA) by the end of the program
- Successful oral defense of the thesis to a committee of at least 3 MIMMS faculty
- Successful completion of a master's thesis

Once the MIMMS program is approved by SACS and the Board of Governors, the NCF 2024-25 Graduate Catalog will be revised to encompass both Master's degree programs.

B. Describe the specific expected student learning outcomes associated with the proposed program and include strategies for assessing the proposed

program's learning outcomes. If the proposed program is a baccalaureate degree, include a hyperlink to the published Academic Learning Compact and the document itself as Appendix C.

Learning Outcomes are listed below in relation to 6 areas of program emphasis: (1) Research Methods, (2) Quantitative Analysis, (3) Experimental Design and Data Collection, (4) Interdisciplinary Knowledge, (5) Communication, and (6) Professional Skills.

- (1) RESEARCH METHODS (Interdisciplinary) GOAL: To offer hands-on experience in both field and laboratory settings, enabling students to apply theoretical knowledge in real-world contexts.
 - SLO : Students understand and can critique application of methods across disciplines as well as applying theoretical knowledge to real-world scenarios.
- (2) QUANTITATIVE ANALYSIS GOAL: To equip students with advanced skills in research methods, data analysis, statistics, and appropriate technical skills such as programming, brain imaging, and machine learning.
 - SLO : Students exhibit proficiency in experimental design, advanced data analysis and statistics, and demonstrate competence in acquiring technical skills such as programming, brain imaging, and machine learning, through practical assignments and lab-based projects.
- (3) EXPERIMENTAL DESIGN AND DATA COLLECTION GOAL: To develop proficiency in designing and conducting scientific research, interpreting data, and writing publication-quality scientific manuscripts.
 - SLO : Students can design, conduct, and analyze scientific research in marine mammal science, and effectively write and present their findings in a format suitable for scientific publication.
- (4) INTERDISCIPLINARY KNOWLEDGE GOAL: To provide an understanding of marine mammal science using an integrated approach that encompasses biology, ecology, cognition, and neuroscience.
 - SLO : Students demonstrate an integrated understanding of key concepts in biology, ecology/behavior, cognition, and neuroscience as they apply to marine mammals.
- (5) COMMUNICATION GOAL: Equip students with the skills to clearly and effectively communicate marine mammal science to both scientific audiences and the general public, emphasizing clarity and engagement.
 - SLO : Students communicate complex marine mammal science topics effectively to scientific peers, undergraduates, and the general public.
- (6) PROFESSIONAL SKILLS GOAL: To prepare graduates for diverse career paths in marine mammal science, including research, conservation management, policy-making, and education.
 - SLO : Students are prepared to develop a professional network and successfully manage activities such as collaborative field and laboratory projects in order to engage in diverse career paths in marine mammal science.

The new MIMMS program will be assessed separately from the undergraduate program, but will use the same methodology and follow an annual cycle. A full assessment of student learning will be conducted at the end of Academic Year 2024-25,

by the Program Directors and the Marine Mammal Science Graduate Academic Program Committee.

The Marine Mammal Science program has developed a multi-faceted approach to program assessment that provides for uniform evaluation of student progress across the curriculum. All instructors evaluate student performance with respect to six core program student learning outcomes aligned with curricular requirements.

To assess student attainment of these program-level student learning outcomes, faculty in the Marine Mammal Science program have defined three levels of mastery (also see Rubric after Goals Table):

1. **Fundamental:** Student begins to demonstrate skills in choosing appropriate research methods, quantitative analysis, and designing experiments. Student demonstrates working as part of a team and communicates clearly, both orally and in writing.
2. **Intermediate:** Student fully demonstrates ability to choose appropriate research methods, quantitative analysis, and design experiments. Student communicates clearly, orally and in writing.
3. **Mastery:** Student is fully capable of functioning as a productive member of a Marine Mammal Science team assigned to use appropriate methods, experimental design, and quantitative analysis. Student demonstrates mastery of tools and skills required to communicate results to a variety of audiences.

Goal	Assessment Based On	Level of Mastery: Fundamental, Intermediate, Mastery
RESEARCH METHODS Student understands and can critique application of methods across disciplines.	Coursework in Research Methods and Directed Research. Thesis project	Assessed through evaluations of work in courses. Assessed via rubric for thesis project.
QUANTITATIVE ANALYSIS Student analyzes data aptly, uses some technology well, and knows how to approach learning new technologies.	Coursework in Statistics and Analyzing Data. Thesis project	Assessed through evaluations of work in courses. Assessed via rubric for thesis project.

<p>EXPERIMENTAL DESIGN AND DATA COLLECTION</p> <p>Student can design and critique experimental designs, and can successfully collect data through scientifically valid techniques.</p>	<p>Coursework in Research Methods, Directed Research, and January term.</p> <p>Thesis project</p>	<p>Assessed through evaluations of work in courses.</p> <p>Assessed via rubric for thesis project.</p>
<p>INTERDISCIPLINARY KNOWLEDGE</p> <p>Student understands and can integrate the study of marine mammals from different disciplinary perspectives.</p>	<p>Coursework in Research Methods, Introduction to Marine Mammals, elective courses.</p> <p>Thesis project</p>	<p>Assessed through evaluations of work in courses.</p> <p>Assessed via rubric for thesis project.</p>
<p>COMMUNICATION</p> <p>Student can present marine mammal science clearly, accessibly, and effectively to multiple kinds of audiences.</p>	<p>Coursework in The Art of the Thesis Proposal, The Art and Science of Writing a Thesis, and Writing a Journal Article.</p> <p>Thesis prospectus presentation, written thesis, oral defense of thesis, opportunistic engagement with the general public.</p>	<p>Assessed through evaluations of work in courses.</p> <p>Assessed via rubric for thesis project.</p>
<p>PROFESSIONAL SKILLS GOAL: To prepare graduates for diverse career paths in marine mammal science, including research, conservation management, policy-making, and education.</p>	<p>Coursework in Seminar in Marine Mammal Science. Work across all program activities.</p>	<p>Assessed periodically through evaluations of work in courses.</p> <p>Assessed via rubric for thesis project.</p>

New College of Florida Master's in Marine Mammal Science

Milestones Rubric: Thesis Committee Assessment after Oral Defense

Student name _____

Date of oral exam _____

Thesis committee:

Sponsor _____

Members _____

Please circle the student's level of mastery for each final goal stated below as:
Fundamental (1 point), Intermediate (2 points), or Mastery (3 points)

	Fundamental	Intermediate	Mastery	Total
RESEARCH METHODS				
Demonstrates a thorough understanding of research methods.	1	2	3	
Effectively evaluates the application of research methods in others' work.	1	2	3	
Applies suitable research methods accurately in their own research.	1	2	3	
QUANTITATIVE ANALYSIS				
Demonstrates the ability to appropriately analyze data.	1	2	3	
Utilizes relevant software/programming languages effectively in analysis.	1	2	3	

EXPERIMENTAL DESIGN AND DATA COLLECTION				
Designs experiments that are scientifically valid and robust.	1	2	3	

Effectively and accurately collects data through valid techniques.	1	2	3	
Critically evaluates own and others' experimental designs.	1	2	3	
INTERDISCIPLINARY KNOWLEDGE				
Shows a deep understanding of marine mammals from various disciplinary perspectives.	1	2	3	
Integrates, applies, and explains interdisciplinary knowledge effectively.	1	2	3	
COMMUNICATION				
Presents research clearly and in an accessible manner.	1	2	3	
Effectively engages and communicates with multiple kinds of audiences.	1	2	3	
PROFESSIONAL SKILLS				
Demonstrates ability to develop a professional network.	1	2	3	
Shows successful engagement in collaborative field and laboratory projects.	1	2	3	

C. If the proposed program is an AS-to-BS capstone, provide evidence that it adheres to the guidelines approved by the Articulation Coordinating Committee for such programs, as outlined in [State Board of Education Rule 6A-10.024](#). Additionally, list any prerequisites and identify the specific AS degrees that may transfer into the proposed program.

Not applicable to this program because it is not an AS-to-BS Capstone.

D. Describe the curricular framework for the proposed program, including the following information where applicable:

- **total number of semester credit hours for the degree**
- **number of credit hours for each course**
- **required courses, restricted electives, and unrestricted electives**
- **a sequenced course of study for all majors, concentrations, tracks, or areas of emphasis**

MIMMS is designed to reflect NCF's enduring strengths: (1) supporting intellectually motivated and adventurous students; (2) providing students with the opportunity to build strong academic and hands-on skills; (3) approaching learning through an interdisciplinary lens; (4) mentoring each individual student in a way that allows them to reach their self-determined goals; (5) enlisting the New College faculty's and the state of Florida's prowess in marine mammal science and the college's location on the edge of Sarasota Bay, the home of the longest studied population of wild dolphins in the world. The Master's is a 2-year, thesis-required program. The total number of credit hours required to earn a degree is 48.

Students will take the following courses (all are required unless noted as electives):

RESEARCH METHODS (Interdisciplinary)

- Research Methods: Cognition and Neuroscience (3 credits)
- Research Methods: Ecology, Acoustics, and Field (3 credits)

QUANTITATIVE ANALYSIS

- Statistics (3 credits)
- Analyzing Data (3 credits)

EXPERIMENTAL DESIGN AND DATA COLLECTION

- Directed Research (3 credits, every term)
- Seminar in Marine Mammal Science (1.5 credits, every term)

INTERDISCIPLINARY KNOWLEDGE

- Introduction to Marine Mammals (3 credits)
- Elective 1 (3 credits)
- Elective 2 (3 credits)

COMMUNICATION

- The Art of the Thesis Proposal (January term) (3 credits)
- The Art and Science of Writing a Thesis (January term) (3 credits)
- Writing a Journal Article (3 credits)

First Year (each course is 3 credit hours unless noted otherwise)

Fall	January	Spring
Research Methods: Cognition and Neuroscience	The Art of the Thesis Proposal	Statistics
*Research Methods: Ecology, Acoustics, and Field		Introduction to Marine Mammals
Directed Research		Directed Research
Seminar in Marine Mammal Science (1.5 credits)		Seminar in Marine Mammal Science (1.5 credits)

↗ Maymester: Visiting Scholar Series (2-week, intensive Electives taught by visiting experts)

Second Year (each course is 3 credit hours unless noted otherwise)

Fall	January	Spring
Elective (potentially in May)	The Art and Science of Writing a Thesis	Elective (potentially in May)
Analyzing Data		Writing a Journal Article
Directed Research		Directed Research
Seminar in Marine Mammal Science (1.5 credits)		Seminar in Marine Mammal Science (1.5 credits)

* SDRP: Sarasota Bay is home to the longest-studied population of wild dolphins in the world. The Chicago Zoological Society's SDRP has now tracked six generations of bottlenose dolphins in the bay for more than 50 years and is committed to engaging in MIMMS.

↗ Maymester: SDRP also draws marine mammal scientists from many disciplines from all over the U.S. and the world to participate in health assessments of the dolphins each May, during which time the dolphins may be recorded acoustically and visually, tagged and tracked, sampled, etc. The Master's program will take advantage of this influx of scientists to offer intense short (2-week, 60+-hour) courses in specialized topics taught by marine mammal world experts during a "Maymester". (E.g., see Dolphin Communication in electives below.)

E. Provide a brief description for each course in the proposed curriculum.

Required Courses

Research Methods: Cognition and Neuroscience

In this introductory course, students will learn more about the theories and methods related to studying marine mammal cognition (Mod 1) and neuroscience (Mod 2). In Neuroscience, methods covered will include structural and functional MRI, electrophysiology, histology, and varied approaches to comparative anatomy and physiology. Students will have hands-on experience with marine mammal tissues and imaging datasets. Emphasis will be placed on understanding marine mammal nervous systems in terms of ontogeny and phylogeny, and their relationship to behavioral ecology and disease processes.

Research Methods: Ecology, Acoustics, and Field

In this introductory course, students will learn more about the theories and methods related to studying marine mammal ecology, acoustics, (Mod 1) and behavior, including field work in Sarasota Bay (Mod 2).

The ecology unit will cover common ecological methods such as mark-recapture analyses, population modeling, tagging and tracking, and prey surveys. In the acoustics unit, methods will include acoustic recording methods, sound visualization and analysis techniques, and passive acoustic population analyses. The behavior unit will include focal follows, photo identification, and behavioral sampling schemes.

Statistics

In this course, students will learn about methods to derive information from biological studies, including statistical approaches to interpret laboratory and clinical results. We will cover relevant background on descriptive and inferential statistics, study design and power estimation, hypothesis testing, survival analysis, and Bayesian inference. While some application is required, emphasis is placed on why and when to use each approach. We will give special attention to methods of inference where no underlying distribution is known -- a common case in biological research.

Analyzing Data

In this course, students will work on individualized approaches to data analysis and interpretation. Students will be guided through the process of identifying, conducting, and interpreting data analyses that are specifically tailored to their research projects. Where appropriate, statistical software and programming languages will be utilized and advanced statistical techniques covered.

Directed Research

In this individualized tutorial, students work with faculty and other students to collect or analyze data in an area selected by the tutorial participants. Data collection will often be done off-site at a marine mammal facility or in the field.

Seminar in Marine Mammal Science

In this on-going seminar, faculty and students will meet weekly to discuss each other's on-going scientific work as well as sharing and discussing peer-reviewed journal articles relevant to that work. Some meetings will include readings, talks by guest speakers, and consideration of hot topics in marine mammal science.

Introduction to Marine Mammals

In this course, students will delve into the world of marine mammals, including cetaceans, sirenians, pinnipeds, and mustelids. Key areas of study encompass life history, physiology, energetics, ecology, cognition, sensory biology, and reproduction. Further, we address the conservation and management challenges faced by these species. By the end, students will understand the classification of marine mammals, their aquatic adaptations, their ecological roles within marine habitats, and key conservation issues.

The Art of the Thesis Proposal (January term)

In this January-term seminar, each student will work with each other and their professors to draft a proposal for their thesis project. The seminar will provide guidance on building a well-constructed proposal including formulating a strong research question, developing a literature review, outlining methodology, drafting an analysis plan, and discussing possible outcomes. A focus will be placed on clear communication, demonstrating project feasibility, and thoughtful planning.

The Art and Science of Writing a Thesis (January term)

In this January-term seminar, each student will create a first draft of their thesis. The seminar will help students organize their findings, consider how their findings fit into the larger context of their field, and synthesize the literature they have reviewed. Additionally, guidance will be provided on the process of structuring and writing a thesis.

Writing a Journal Article

In this focused seminar, students will work to turn their thesis work into a journal article. The seminar will provide guidance on how to structure a manuscript, present data in a clear manner, and effectively communicate complex scientific ideas in writing. An emphasis will be placed on the importance of revision, seeking feedback, and conforming to journal expectations.

Elective Courses - Sampling of Electives (each 3-credit hours) (These will expand over time with the Visiting Scholar Series.)

Acoustics

This course begins with an introduction to underwater acoustic principles, focusing on sound propagation, reflection, absorption, and ambient noise in marine environments. Students will then explore the diverse vocal repertoires of marine mammals, including cetaceans, pinnipeds, and sirenians, emphasizing their

functional significance in communication, navigation, and foraging. A pivotal component of this course is the introduction to passive acoustic monitoring techniques. These techniques allow for continuous and non-intrusive monitoring of marine mammals so we may learn about their behavior and ecology.

Animal Learning and Cognition

This seminar will focus on learning theory (e.g., classical and instrumental conditioning) and cognitive processes (e.g., perception, attention, memory, timing) in a variety of species as well as the methods used to study these topics. We will consider this work through multiple frameworks (e.g., ecology, philosophy, conservation). This will include contributions to behavioral flexibility in marine mammals and how cognition suits different species for dealing with different sorts of environmental/social problems.

Students will engage in assessment and design of studies as well as honing their communication skills.

Animal Learning and Cognition Laboratory

The substantial similarities in basic associative learning principles across vertebrates permits generalization of many learning characteristics from the study of just one species. In this lab, students will apply their knowledge of animal learning through training goldfish (*Carassius auratus*) as a representative species. The laboratory hands-on work will be supplemented with observations of training of marine mammal species (e.g., dolphins, manatees) and shadowing of marine mammal trainers. This course provides basic skills and foundation concepts for behavioral study of cognition.

Neuroecology, Evolutionary and Genetic Neuroscience

In this course students will examine theory and emerging empirical findings examining changes in marine mammal nervous systems as they speciated. We'll examine adaptations to aquatic environments and look at the impact of vastly different foraging and social ecologies in pinnipeds and cetaceans. We'll also consider sensory adaptations in sea otters and sirenians and examine the peripheral and central mechanisms for these. This course is integrative and will span all levels of Neuroscience (Molecular to Systems) and also include diverse concepts in behavioral and sensory ecology.

Dolphin Communication (Visiting Scholar Series)

Dolphins produce a remarkable number of vocalizations. In this time-compressed intensive seminar, we will investigate the structure, functions, and variety of these vocalizations with a specific emphasis on dolphin whistles. Students will explore how we study and what we know about these whistles, including hands-on experience with a local passive acoustic monitoring system set up in Sarasota Bay.

Agencies: Research, Funding, Logistics, Professional Pathways

This course will focus on the outsized role state and federal agencies play in conservation management from permitting to funding to conservation policy. Students will learn how these organizations operate, their impact on research and development, strategies for securing funding, how to navigate logistical challenges, and how to navigate career planning in these organizations.

- F. For degree programs in medicine, nursing, and/or allied health sciences, identify the courses with the competencies necessary to meet the requirements in [Section 1004.08, Florida Statutes](#). For teacher preparation programs, identify the courses with the competencies required in [Section 1004.04, Florida Statutes](#).**

XXX Not applicable to this program because the program is not a medicine, nursing, allied health sciences, or teacher preparation program.

- G. Describe any potential impact on related academic programs or departments, such as an increased need for general education or common prerequisite courses or an increased need for required or elective courses outside of the proposed academic program. If the proposed program is a collaborative effort between multiple academic departments, colleges, or schools within the institution, provide letters of support or MOUs from each department, college, or school in Appendix D.**

The only other graduate program at NCF is in Data Science. We do not expect to impact resources in Data Science. However, adding MIMMS has the potential to increase undergraduate enrollment at NCF.

Some undergraduate faculty are moving full-time to the Master's program. Full-time replacements for these undergraduate positions have been approved.

- H. Identify any established or planned educational sites where the program will be offered or administered. Provide a rationale if the proposed program will only be offered or administered at a site(s) other than the main campus.**

The MIMMS program will be located on the main campus of NCF.

- I. Describe the anticipated mode of delivery for the proposed program (e.g., face-to-face, distance learning, hybrid). If the method(s) of delivery will require specialized services or additional financial support, describe the projected costs below and discuss how they are reflected in Appendix A – Table 3A or 3B.**

The mode of delivery will be face-to-face.

- J. Provide a narrative addressing the feasibility of delivering the proposed program through collaboration with other institutions, both public and private. Cite any specific queries of other institutions concerning shared courses, distance/distributed learning technologies, and joint-use facilities for research or internships.**

In 2020 New College of Florida and the Chicago Zoological Society signed a Memorandum of Understanding, initiated by NCF's Prof Harley and the Sarasota Dolphin Research Program's Dr Wells, to enhance collaboration between New College and the Sarasota Dolphin Research Program. That MOU was amended in 2022 to acknowledge the strengthened ties between the organizations through student training and resource sharing. Scientists from both organizations continue to meet regularly to discuss and confirm curricular and research partnerships.

Throughout fall 2023, Dr. Harley (NCF) & Dr. Iske Larkin (UF Veterinary College's Aquatic Animal Health Program) met and corresponded about collaborations within NCF's Master's in Marine Mammal Program and UF's Aquatic Animal Health Program, the potential creation of a state of Florida institute, and the initiation of a Manatee Research and Conservation Consortium. These collaborations include overlapping teaching, research, administrative, and service opportunities.

On August 18, 2023, Harley & Whittle met with Andy Garrett at the FWRI Manatee Necropsy Lab to discuss collaborations. In addition, they also met with FWRI's Director, Gil McRae, to introduce the MIMMS program and future partnership. On the same day, Harley & Whittle also met with Robert Walker, Marine Operations Manager at the Florida Institute of Oceanography, to tour the RV Western Flyer, RV Weatherbird II, and RV W.T. Hogarth for MIMMS research suitability. Finally, they met with Dr. Thomas Frazer, the Dean of USF College of Marine Science (CMS). They discuss MIMMS and CMS and how the two programs could overlap. CMS has no marine mammal researchers, but does have other experts who overlap with their ecology (fish, seagrass, water quality). Dr. Frazer suggested a certificate for USF graduate students from MIMMS.

On November 9, 2023, Elizabeth Fetherston, the Marine Mammal Restoration Coordinator at NOAA NMFS, met Harley & Whittle at NCF to tour the facility and discuss MIMMS. On October 19, 2023, Whittle met with Elizabeth Fetherston & Laura Engleby, the Branch Chief for the NOAA Southeast Regional Office Marine Mammal Branch. NOAA is extremely interested in participating with our Marine Mammal Science Graduate Academic Program Committee, teaching adjunct classes in professional opportunities and skills, and partnering on grants.

On January 11, 2024, Harley & Whittle met with Dr. Paul Kirchman, the USF Sarasota-Manatee Dean of College of Arts and Sciences. They discussed MIMMS and the potential opportunities for USFSM undergraduates (research, classes) and future graduate students.

On January 18, 2024, Rycyk and Whittle met with Larry Williams, State Program Supervisor for the FWS, and Gianfranco Basili, Deputy State Supervisor for the FWS. They discussed MIMMS and how to align with FWS priorities and current research and working groups.

K. Describe any currently available sites for internship and/or practicum experiences. Describe any plans to seek additional sites in Years 1 through 5.

Not applicable to this program because the program does not require internships or practicums.

- Varied experiences and research opportunities through our partners
- focus on grant funding to expand opportunities

Currently, our undergraduate students have many opportunities for hands-on experience in Marine Mammal Science and we plan to extend those opportunities to the graduate students and expand those opportunities. Undergraduate students have engaged in internships, paid research assistantships, and analyzed data from local, state, national, and international groups. This experience has included agencies such as FWRI, zoos and aquariums like Clearwater Marine Aquarium, research institutions such as Chicago Zoological Society's Sarasota Dolphin Research Program, and non-profit conservation organizations such as the African Marine Mammal Conservation Organization. Research produced from these opportunities has been published in peer-reviewed journals and has included student co-authors. Students have developed methodological skills across fields including, acoustics, ecology, cognition, and neuroscience and have studied whale, dolphin, manatee, sea lion, and otter species. We will build on these opportunities for the graduate students through collaborations and pursuing grants for funding. We have had discussions with FWRI, NOAA, FWS, and multiple aquariums about expanding opportunities.

V. Program Quality Indicators - Reviews and Accreditation

A. List all accreditation agencies and learned societies concerned with the proposed program. If the institution intends to seek specialized accreditation for the proposed program, as described in [Board of Governors Regulation 3.006](#), provide a timeline for seeking specialized accreditation. If specialized accreditation will not be sought, please explain.

Not applicable.

B. Identify all internal or external academic program reviews and/or accreditation visits for any degree programs related to the proposed program at the institution, including but not limited to programs within the academic unit(s) associated with the proposed degree program. List all recommendations from the reviews and summarize the institution's progress in implementing those recommendations.

The program most closely associated with this proposal is our only other graduate degree program, the Master of Science in Applied Data Science. While the Applied Data Science program has not sought specialized accreditation, the program was reviewed by SACSCOC. The SACSCOC committee reviewing the Applied Data Science program recommended New College:

1. develop a more detailed assessment plan to produce evidence that demonstrates the extent to which students are achieving the learning outcomes.
2. establish an advisory board for curriculum development and review

Faculty within the Applied Data Science program quickly developed a more detailed assessment plan and established an advisory committee, and SACSCOC approved the program with no additional requests for information.

This MIMMS program proposal was developed with these recommendations in mind:

1. This proposal includes a detailed assessment plan for the MIMMS program. The plan, similar to the methods of assessment employed by our Applied Data Science program, includes well-defined student learning outcomes, common definitions of levels of mastery, and assessments embedded within classes plus a thesis project.
2. This proposal outlines our efforts to develop an external Florida Institute in Marine Mammal Science / MIMMS Advisory Board to provide strategic advice and support to the program. This proposal includes objectives and responsibilities for this advisory board.

C. For appropriate degree programs, discuss how employer-driven or industry-driven competencies were identified and incorporated into the curriculum. Additionally, indicate whether an industry or employer advisory council exists to provide input for curriculum development, student assessment, and academic-force alignment. If an advisory council is not already in place, describe any plans to develop one or other plans to ensure academic-workforce alignment.

In 2017 and 2018, Harley attended the Association of Zoos and Aquariums conferences and interviewed people from many institutions on their needs and interests in curriculum to prepare future zoo/aquarium researchers and managers. These meetings informed the curriculum.

On August 18, 2023, Harley & Whittle met with Andy Garrett at the FWRI Manatee Necropsy Lab to discuss collaborations. In addition, they also met with FWRI's Director, Gil McRae, to introduce the MIMMS program and future partnership.

On November 9, 2023, Elizabeth Fetherston, the Marine Mammal Restoration Coordinator at NOAA NMFS, met Harley & Whittle at NCF to tour the facility and discuss MIMMS. On October 19, 2023, Whittle met with Elizabeth Fetherston & Laura Engleby, the Branch Chief for the NOAA Southeast Regional Office Marine Mammal Branch. NOAA is extremely interested in advising our Marine Mammal Science Graduate Academic Program Committee, teaching adjunct classes in professional opportunities and skills, and partnering on grants.

On January 18, 2024, Rycyk and Whittle met with Larry Williams, State Program Supervisor for the FWS, and Gianfranco Basili, Deputy State Supervisor for the FWS. They discussed MIMMS and how to align with FWS priorities and current research and working groups. FWS is interested in NCF interns.

On January 31, Harley and Dr. David Mann met to discuss curriculum to prepare students for work at Loggerhead Instruments, an acoustic technology company. He is interested in hiring our graduates.

We are currently developing an external Florida Institute in Marine Mammal Science (FIMMS)/MIMMS Advisory Board with industry expertise to be used for MIMMS. The Advisory Board will provide strategic advice and support to the Master's in Marine Mammal Science (MIMMS).

Proposed FIMMS/MIMMS Advisory Board Objectives and Responsibilities

Objectives:

- o Consult on issues of materiality that may influence FIMMS/MIMMS;
- o Assist in the development or expansion of the FIMMS/MIMMS network in order to help achieve its goals, including enrollment growth;
- o Catalyze networks; improve opportunities for learning, understanding trends, and connecting with businesses, policymakers, and the broader community through speaking opportunities and strategic special events held at or in partnership with FIMMS/MIMMS; and,
- o Advance and support the mission of FIMMS/MIMMS among known and new stakeholders alike, as well as other constituencies.

Responsibilities:

To assist FIMMS/MIMMS in achieving these objectives, Advisory Board members will focus on:

- Contributing input and expertise on the implementation of FIMMS/MIMMS's strategic direction;
- Providing feedback and guidance on the development of competencies that align with organizational and programmatic objectives;
- Expanding the network of professionals and functions engaged in FIMMS/MIMMS activities to facilitate knowledge-sharing;
- Interacting with both staff members and stakeholders through mentorship, guest speaking, programmatic interactions, events, and fundraisers;
- Acting as a connector and advocate for potential grants and contractual opportunities;
- Securing funding opportunities that support FIMMS/MIMMS operations and/or project needs;
- Attending at least one Advisory Board meeting per year, whether in person or by telephone or video conference.

By focusing on these overall objectives, we envision the development of a lively and constructive platform for sharing of best practices and lessons learned across our many stakeholder areas with a focus on higher education and research.

VI. Faculty Participation

A. Use Appendix A – Table 2 to identify existing and anticipated full-time faculty who will participate in the proposed program through Year 5, excluding visiting or adjunct faculty. Include the following information for each faculty member or position in Appendix A – Table 2:

- the faculty code associated with the source of funding for the position
- faculty member's name
- the highest degree held
- academic discipline or specialization
- anticipated participation start date in the proposed program
- contract status (e.g., tenure, tenure-earning, or multi-year annual [MYA])
- contract length in months
- percent of annual effort that will support the proposed program (e.g., instruction, advising, supervising)

This information should be summarized below in narrative form. Additionally, provide the curriculum vitae (CV) for each identified faculty member in Appendix E.

The program will have six full time faculty members, all with terminal degrees, with five joining the program in Fall 2024 and one in Fall 2025. All will contribute 60% effort to the program in Year 1, with disciplines in psychology, biology & marine science, zoology, and statistics. By Year 5, all will contribute 70% to the program. The rest of these faculty members' effort will be related to NCF's undergraduate program and the anticipated state of Florida center, the Florida Institute in Marine Mammal Science (FIMMS). Contract lengths are between 9-11 months.

B. Provide specific evidence demonstrating that the academic unit(s) associated with the proposed program has been productive in teaching, research, and service. Such evidence may include trends over time for average course load, FTE productivity, student HC in major or service courses, degrees granted, external funding attracted, and other qualitative indicators of excellence (e.g., thesis, dissertation, or research supervision).

Teaching

Full Term undergraduate enrollment remained steady 2016-17 for 3 years through 2018-19. Overall NCF enrollment dipped for 2019-20 and 2020-21 and so did undergraduate Psychology and Biology enrollment. In 2021-22 and 2022-23 Psychology and Biology undergraduate enrollments rebounded, exceeding the 2016-17 levels. A similar pattern occurred for # Undergraduate of Theses Sponsored.

Health.

	2016-2017			2017-2018			2018-2019			2019-2020			2020-2021			2021-2022			2022-2023		
	Fall 2016	Fall ISP..	Sprin g 20..	Fall 2017	Fall ISP..	Sprin g 20..	Fall 2018	Fall ISP..	Sprin g 20..	Fall 2019	Fall ISP 2..	Sprin g 20..	Fall 2020	Fall ISP..	Sprin g 20..	Fall 2021	Fall ISP..	Sprin g 20..	Fall 2022	Fall ISP..	Sprin g 20..
1. Regular Course Count	15	0	16	16	0	16	15	0	17	20	0	23	21	0	17	17	0	18	11	0	12
2. Full Term Enrollment	350	0	291	317	0	252	325	0	245	318	0	239	236	0	212	189	0	204	164	0	140
3. Module Course Count	0	0	5	2	0	0	0	0	2	0	0	2	0	0	3	0	0	1	1	0	2
4. Module Course Enrollment	0	0	31	12	0	0	0	0	18	0	0	16	0	0	8	0	0	5	6	0	4
5. ISP Enrollment	0	91	0	0	81	0	0	71	0	0	98	0	0	69	0	0	79	0	0	52	0
6. Tutorial Enrollment	81	0	104	52	0	68	66	0	95	64	0	93	76	0	63	73	0	60	55	0	94
7. # of Advisees	109	0	104	90	0	94	91	0	93	121	0	116	108	0	106	71	0	89	95	0	93
8. # of Theses Sponsored	0	0	36	0	0	33	0	0	20	0	0	30	0	0	22	0	0	19	0	0	22
9. # of Bacc Commitees Served	0	0	49	0	0	51	0	0	33	0	0	47	0	0	35	0	0	43	0	0	28

Undergraduate Teaching Productivity for Psychology.

	2016-2017			2017-2018			2018-2019			2019-2020			2020-2021			2021-2022			2022-2023		
	Fall 2016	Fall ISP..	Sprin g 20..	Fall 2017	Fall ISP..	Sprin g 20..	Fall 2018	Fall ISP..	Sprin g 20..	Fall 2019	Fall ISP 2..	Sprin g 20..	Fall 2020	Fall ISP..	Sprin g 20..	Fall 2021	Fall ISP..	Sprin g 20..	Fall 2022	Fall ISP..	Sprin g 20..
1. Regular Course Count	13	0	14	14	0	16	13	0	18	15	0	14	18	0	16	17	0	16	13	0	18
2. Full Term Enrollment	150	0	196	151	0	213	158	0	199	151	0	151	178	0	149	168	0	199	132	0	208
3. Module Course Count	5	0	2	8	0	3	2	0	1	1	0	2	0	0	0	2	0	0	2	0	0
4. Module Course Enrollment	29	0	16	46	0	21	11	0	11	8	0	6	0	0	0	13	0	0	14	0	0
5. ISP Enrollment	0	36	0	0	47	0	0	28	0	0	20	0	0	25	0	0	18	0	0	9	0
6. Tutorial Enrollment	38	0	57	23	0	59	30	0	50	35	0	40	42	0	41	34	0	42	32	0	67
7. # of Advisees	61	0	65	69	0	73	78	0	74	72	0	76	63	0	61	57	0	64	55	0	56
8. # of Theses Sponsored	0	0	19	0	0	22	0	0	22	0	0	18	0	0	21	0	0	19	0	0	17
9. # of Bacc Commitees Served	0	0	37	0	0	29	0	0	42	0	0	27	0	0	34	0	0	33	0	0	29

Summary of Cook, Harley, and Rycyk teaching over last 5 years

	Academic Year				
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
1a. # of Courses in Full-term Regular Course	8	8	8	9	7
1b. # of Courses in co-taught Full-Term Regular Course	5	4	4	5	3
2a. # of Enrollment in Full Term Regular Courses	173	108	110	137	114
2b. # of Enrollment in co-taught Full Term Regular Course	24	15	15	20	9
3a. # of Courses in Module Regular Course	0	0	0	1	0
3b. # of Courses in co-taught Module Regular Course	0	0	0	0	0
4a. # of Enrollment in Module Regular Course	0	0	0	5	0
4b. # of Enrollment in co-taught Module Regular Course	0	0	0	0	0
5a. # of Enrollment in ISP	25	11	20	13	13
5b. # of Enrollment in co-taught ISP	0	1	0	0	0
6a. # of Enrollment in Full Term Tutorial	14	16	26	46	66
6b. # of Enrollment in co-taught Full Term Tutorial	0	4	1	0	1
6c. # of Enrollment in Module Tutorial Enrollment	2	8	12	10	22
6d. # of Enrollment in co-taught Module Tutorial Enrollment	0	0	0	0	0
7. # of Advisees	81	83	73	64	66
8. # of Theses Sponsored	9	6	12	11	6
9. # of Bacc Commitees Served	26	13	18	23	13

Research

Summary of Cook, Harley, and Rycyk peer-reviewed publication and conference presentation authorship over the last 5 years. First authorship indicated in parentheses.

	2019	2020	2021	2022	2023
Peer-reviewed publications	2	4 (1)	5 (3)	8 (5)	4 (1)
Conference presentations	8 (7)	5 (4)	5 (4)	16 (4)	9 (4)

Awarded grants in past 5 years

- **Cook, Peter:** PI Human Frontier Science Program Grant: The Social Origins of Rhythm, \$1.4 million 2022 - 2025
- **Harley, Heidi:** ONR MURI Grant, Subaward Principal Investigator, Learning from Hearing: Neurobehavioral, Physiological, and Computational Processes of Auditory Object Learning in Mammals, 2022-2025, \$3.5 million 2022-2025 with 2-year renewal option.
- **Rycyk, Athena:** Environmental Discovery Awards Program: Acoustics analysis of aquatic, sound-producing organisms, Financial support for interns, \$8,500, 2020
- **Rycyk, Athena:** Environmental Discovery Awards Program: Sarasota Bay Dolphin Acoustics, Financial support for interns, \$14,985, 2021

Service

Summary of Cook, Harley, and Rycyk New College of Florida service within the last 5 years.

Dr. Peter Cook

- Member, Student Academic Status Committee
- Board Member, New College Child Care Center
- Chart Your Course (General Education Requirements) Steering Committee
- Environmental Studies Steering Committee
- Neuroscience Area of Concentration Steering Committee

Dr. Heidi Harley

- Director of the Environmental Studies program at NCF
- Environmental Studies Steering Committee
- Provost's Advisory Committee (oversees the process of faculty review, retention, tenure, and promotion)
- Search committees for faculty positions
- Animal welfare committees: Bishop Museum, Lemur Conservation Foundation, Walt Disney World, Clearwater Marine Aquarium

Dr. Athena Rycyk

- Director of the Quality Enhancement Program (a requirement for accreditation with SACSCOC) for NCF
- Educational Policy Committee
- Quality Enhancement Plan Committee
- Environmental Studies Steering Committee
- FTIC (first time in college) Summer Advising
- Search committees for faculty positions, Assistant Director for Prestigious

Fellowships search committee, and Dean of the Library

VII. Estimate of Investment

A. Use Appendix A – Table 3A or 3B to provide projected costs and associated funding sources for Year 1 and Year 5 of program operation. In narrative form, describe all projected costs and funding sources for the proposed program(s). Data for Year 1 and Year 5 should reflect snapshots in time rather than cumulative costs.

MIMMS will employ 9 FTE positions (60% MIMMS effort for faculty and directors in Yr 1 and 70% MIMMS effort in Yr 5). These include: 1 Faculty Research Director, 1 Science Administration Director, 4 Faculty Members, 1 Grants Administrator, 1 Executive Assistant, 1 Lab Tech, several Adjuncts, and fringe benefits for 9 FTE (33%). The total amount budgeted for personnel and fringe benefits will be \$1,016,120 in Yr 1 and \$1,280,790 in Yr 5.

Additional equipment needed includes computers, printers, lab equipment, maintenance for equipment, and consumables. The amount budgeted for equipment is \$25,000. The \$10,000 budget for supplies includes printing and office supplies.

The budget includes \$10,000 to contract with a vendor for marketing.

There is a \$70,000 budget for vehicles, and vehicle maintenance.

Year 1, AY 24-25, E&G expenditures will be \$1,311,920, including \$120,000 for non-recurring start-up funds; total budget will be \$1,661,920. In Year 5, AY 29-30, E&G expenditures will be \$1,456,590; the total budget will be \$2,606,590.

An LBR for the amount of \$2,133,271 recurring and \$885,000 non-recurring was submitted (and approved by the BOT) for the 2024 Legislative Session. The LBR request is for FIMMS, of which MIMMS is the backbone.

Each graduate student will receive a tuition waiver, and the budget for this will be \$241,771 in the FIMMS budget.

Projected FIMMS revenues include:

- \$2.1 million in state funds, approximately \$750K per year in grant funding
- \$400,000 in private donations and tuition revenue.

These revenues would more than cover the \$2,133,271 in recurring expenses.

Faculty and staff will secure research grants for Research Assistant graduate student funding, including overhead for NCF. In the last 15 years, the marine mammal faculty have brought roughly \$600,000 in overhead to the college—more than any other group. The NCF Foundation raised \$250,000 in 2023 for graduate programs.

In the event that the LBR is not successful, the program will be funded from existing

E&G funding, grant funds, and private donations.

B. Use Appendix A – Table 4 to show how existing Education & General (E&G) funds will be reallocated to support the proposed program in Year 1. Describe each funding source identified in Appendix A – Table 4, and justify below the reallocation of resources. Describe the impact the reallocation of financial resources will have on existing programs, including any possible financial impact of a shift in faculty effort, reallocation of instructional resources, greater use of adjunct faculty and teaching assistants, and explain what steps will be taken to mitigate such impacts.

We have requested an LBR to support this program in Year 1 rather than using existing E&G resources. Current faculty are shifting most of their effort to this program, but they are being replaced.

C. If the institution intends to operate the program as self-supporting, market tuition rate, or establish a differentiated graduate-level tuition, as described in [Board of Governors Regulation 8.002](#), provide a rationale and a timeline for seeking Board of Governors' approval.

Not applicable to this program because the program will not operate as self-supporting, market tuition rate, or establish a differentiated graduate-level tuition.

D. Provide the expected resident and non-resident tuition rate for the proposed program for both resident and non-resident students. The tuition rates should be reported per credit hour unless the institution has received approval for a different tuition structure. If the proposed program will operate as a continuing education program per [Board of Governors Regulation 8.002](#), describe how the tuition amount was calculated and how it is reflected in Appendix A – Table 3B.

The program will not operate as a continuing education program.

E. Describe external financial and in-kind resources available to support the proposed program and explain how this amount is reflected in Appendix A – Table 3A or 3B.

In the last 15 years, the marine mammal faculty have brought roughly \$600,000 in overhead to the college—more than any other group. The NCF Foundation raised \$250,000 in 2023 for graduate programs. \$250,000 in grant funds in Yr 1 and \$750,000 in grant funds in Yr 5 will be secured to support the program. Philanthropic funds are estimated to be \$100,000 in Yr 1 and \$400,000 in Yr 5.

VIII. Self-Supporting and Market Tuition Rate Programs

Note: Skip this section if the proposed program will not operate as a self-supporting or market tuition rate program.

Proposed Program Type

- Market Tuition Rate Program
 - Online
 - Continuing Education
- Self-Supporting Program
- N/A

A. Provide supporting documentation in a separate attachment that serves as evidence that the new program will not supplant any existing similar or equivalent E&G degree offering. Describe the evidence in narrative form below. Note that Board Regulation 8.002 considers a program similar if it is offered under the same CIP code as one funded under the E&G budget entity.

B. If the proposed self-supporting or market tuition rate program will be a track under an existing E&G program or has a similar existing E&G program, provide a side-by-side tuition and fee comparison in the table below. Provide a link to the university's website that provides students with information about financial assistance and obligations for repayment of loans for these programs.

Not applicable because the program will not be a track under an existing E&G program or is not similar to an existing E&G program.

Tuition and Fee Comparison

E&G Track or Program	Proposed Program

C. Explain whether the program leads to initial licensing or certification in occupational areas identified as a state critical workforce need. If so, which licenses and certifications will graduates receive upon completion, and explain why implementing the program as self-supporting or market tuition rate is the best strategy to increase the number of graduates in the state.

Note: Questions D – M pertain only to market tuition rate programs. If the proposed program will be self-supporting, skip to Section IX.

- D. Explain the process used to determine the proposed market tuition rate and provide the tuition of similar programs offered by other SUS institutions and private institutions as appropriate so that the tuition of at least five similar programs is provided. If the proposed tuition rates differ for resident and non-resident students, explain why.**

- E. Explain how offering the proposed program at a market tuition rate is aligned with the university's mission. If the program qualifies as a Program of Strategic Emphasis, provide additional justification for charging higher tuition for the proposed program.**

- F. Provide a declaratory statement that offering the proposed program at the market tuition rate does not increase the state's fiscal liability or obligation.**

- G. Explain any proposed restrictions, limitations, or conditions to be placed on the program.**

- H. Explain how the university will ensure sufficient courses are available to meet student demand and facilitate program completion.**

- I. If applicable, provide a baseline of current enrollments, including a breakout of resident and non-resident enrollment in similar courses funded by the E&G budget entity.**

- J. Describe any outcome measures that will be used to determine the program's success.**

- K. List the campuses and/or sites at which the proposed program will be offered. If the program is only offered online, indicate that, and provide the location from which the program will be managed.**

- L. Provide an estimate of the total and net annual revenue the university anticipates collecting for Years 1 and 5 if the proposal is approved. This information should be consistent with the data provided in Appendix A – Table 3B, which is required as a part of this proposal.**

M. Describe how revenues will be spent, including whether private vendors will be utilized and for what purpose. Additionally, identify all budget entities used for the program.

IX. Non-Faculty Resources

A. Describe library resources currently available to implement and/or sustain the proposed program through Year 5 below, including but not limited to the following:

- **the total number of volumes and serials available in the discipline and related disciplines**
- **all major journals that are available to the university's students**

The Library Director must sign the additional signatures page to indicate they have reviewed Sections IX.A. and IX.B.

NCF's library provides faculty and students immediate access to more than 110,000 scholarly journals representing a broad range of disciplines. Of particular relevance to this proposal, NCF's library holds more than 1000 journals and more than 8000 monographs related to Marine Mammal Science including the most applicable databases for this program (Web of Science, Science Direct, PsycInfo, JSTOR) and many of the most relevant journals (e.g., Marine Mammal Science, Aquatic Mammals, Animal Cognition, Conservation Biology, Behavioural and Brain Sciences).

Perhaps more importantly, modern library technology combined with collaborative agreements between NCF's library and the libraries at other state-funded colleges and universities provide our students and faculty excellent tools to search for and request library resources from other state-funded institutions, including Florida's Research 1 universities: University of Florida, Florida State University, Florida International University, University of South Florida, and the University of Central Florida. Journal articles requested from other Florida libraries by NCF students and faculty are delivered electronically within 48 hours, and frequently arrive only a few short hours after being requested. Books are typically available to patrons 3 to 5 days after being requested, effectively offering NCF's researchers access to a world class research collection.

B. Discuss any additional library resources needed to implement and/or sustain the program through Year 5. Describe how those costs are reflected in Appendix A – Table 3A or 3B.

Not applicable to this program because no additional library resources are needed to implement or sustain the proposed program.

The institution provides (a) student and faculty access and user privileges to its library services and (b) access to regular and timely instruction in the use of the library and other learning/information resources. The new MIMMS program does not need to modify how NCF provides access and user privileges to library services, or the access the College provides to regular and timely instruction in the use of library and other learning/information resources. NCF offers appropriate library and learning/information

access.

NCF already has the search databases most applicable for this program (e.g., Web of Science, ScienceDirect, PsycInfo, JSTOR), as well as the most relevant journals (e.g., Marine Mammal Science, Aquatic Mammals, Animal Cognition, Conservation Biology, Behavioural and Brain Sciences). The library has budgeted for and is in the process of acquiring additional journal packages relevant to this program, including the PsycArticles package and Elsevier's ScienceDirect Freedom Collection of journals. As noted in Section IX.A, Strong working relationships with the libraries at other SUS institutions and a reliable infrastructure ensures timely and efficient access to materials not in the NCF library.

C. Describe any specialized equipment and space currently available to implement and/or sustain the proposed program through Year 5.

Describe the adequacy of physical facilities which will support the change. The MIMMS program will be housed in the historic Caples Mansion. The mansion has been empty for several years due to major HVAC upgrades, which were recently completed. NCF has a boat dock with 9 slips that can accommodate 7 more vessels in support of the program. Additionally, the Caples Carriage House is functional and will be utilized for a lab space. Current facilities are sufficient for the program.

New furniture, computers, appliances, a vehicle, and lab and teaching equipment will need to be purchased. Computers, lab equipment, boats, and other miscellaneous items will be available to the program. We already have specialized equipment for brain imaging, acoustic recording and analysis, data analysis, behavioral analysis and partnerships with other facilities for field work and other needs.

The Caples Mansion is currently not occupied and there is capacity available at the dock. The Marine Mammal Science Program will not have any significant negative impact on existing programs and services.

D. Describe any additional specialized equipment or space needed to implement and/or sustain the proposed program through Year 5. Include any projected Instruction and Research (I&R) costs of additional space in Appendix A – Table 3A or 3B. Costs for new construction should be provided in response to Section IX.E. below.

Not applicable to this program because no new I&R costs are needed to implement or sustain the program through Year 5

Existing space will be used for the program.

E. If a new capital expenditure for instructional or research space is required, indicate where this item appears on the university's fixed capital outlay priority list. Appendix A – Table 3A or 3B includes only I&R costs. If non-I&R costs, such as indirect costs affecting libraries and student services, are expected to increase due to the program, describe and estimate those expenses in narrative form below. High enrollment programs, in particular, are

expected to necessitate increased costs in non-I&R activities.

Not applicable to this program because no new capital expenditures are needed to implement or sustain the program through Year 5.

F. Describe any additional special categories of resources needed to operate the proposed program through Year 5, such as access to proprietary research facilities, specialized services, or extended travel. Explain how those projected costs of special resources are reflected in Appendix A – Table 3A or 3B.

Not applicable to this program because no additional special categories of resources are needed to implement or sustain the program through Year 5.

G. Describe fellowships, scholarships, and graduate assistantships to be allocated to the proposed program through Year 5 and explain how those are reflected in Appendix A – Table 3A or 3B.

Not applicable to this program because no fellowships, scholarships, and/or graduate assistantships will be allocated to the proposed program through Year 5.

Tuition scholarships for 20 students were requested in the recurring Legislative Budget Request for FIMMS. The NCF Foundation will support \$100,000 in Year 1 scholarships and \$400,000 in Year 5. Research Assistantships will be supported through grants and partnerships. Teaching Assistantships in the NCF undergraduate program will also be available to support graduate students.

X. Required Appendices

The appendices listed in tables 1 & 2 below are required for all proposed degree programs except where specifically noted. Institutions should check the appropriate box to indicate if a particular appendix is included to ensure all program-specific requirements are met. Institutions may provide additional appendices to supplement the information provided in the proposal and list them in Table 2 below.

Table 1. Required Appendices by Degree Level

Appendix	Appendix Title	Supplemental Instructions	Included Yes/No	Required for Degree Program Level		
				Bachelors	Masters/ Specialist	Doctoral/ Professional
A	Tables 1-4				X	
B	Consultant's Report and Institutional Response					
C	Academic Learning Compacts	Include a copy of the approved or proposed Academic Learning Compacts for the program				

D	Letters of Support or MOU from Other Academic Units	Required only for programs offered in collaboration with multiple academic units within the institution			X	
E	Common Prerequisite Request Form	This form should also be emailed directly to the BOG Director of Articulation before submitting the program proposal to the Board office for review.				
F	Request for Exemption to the 120 Credit Hour Requirement	Required only for baccalaureate degree programs seeking approval to exceed the 120 credit hour requirement				
G	Request for Specialized Admissions Status	Required only for baccalaureate degree programs seeking approval for specialized admissions status				
H	Attestations for Self-Supporting and Market Tuition Rate Programs	Required only for self-supporting or market tuition rate programs				
I	Faculty Curriculum Vitae				X	

Appendix A

**Tables 1-A, 1-B, 2,
3-A, 3-B, 4**

APPENDIX A TABLE 1-B PROJECTED HEADCOUNT FROM POTENTIAL SOURCES (Graduate Degree Program)

1-B, 2, 3-A, 3-B	Year 1 HC	Year 1 FTE	Year 2 HC	Year 2 FTE	Year 3 HC	Year 3 FTE	Year 4 HC	Year 4 FTE	Year 5 HC	Year 5 FTE
Individuals drawn from agencies/industries in your service area (e.g., older returning students)	0	0	0	0	2	1	4	2	8	4
Students who transfer from other graduate programs within the university**	0	0	0	0	0	0	0	0	0	0
Individuals who have recently graduated from preceding degree programs at this university	10	10	17	17	20	18	20	18	22	18
Individuals who graduated from preceding degree programs at other Florida public universities	0	0	7	7	16	12	18	14	22	18
Individuals who graduated from preceding degree programs at non-public Florida institutions	0	0	0	0	1	1	2	2	4	4
Additional in-state residents***	0	0	0	0	0	0	0	0	0	0
Additional out-of-state residents***	0	0	0	0	0	0	0	0	0	0
Additional foreign residents***	0	0	0	0	0	0	4	4	6	6
Other (Explain)***	0	0	0	0	0	0	0	0	0	0
Totals	10	10	24	24	39	32	48	40	62	50

* List projected annual headcount of students enrolled in the degree program. List projected yearly cumulative ENROLLMENTS instead of admissions.

** If numbers appear in this category, they should go DOWN in later years.

*** Do not include individuals counted in any PRIOR category in a given COLUMN.

APPENDIX A Table 2 Anticipated Faculty Participation

Faculty Code	Faculty Name or "New Hire" Highest Degree Held Academic Discipline or Specialty	Rank	Contract Status	Initial Date for Participation in Program	Mos. Contract Year 1	FTE Year 1	% Effort for Prg. Year 1	PY Year 1	Mos. Contract Year 5	FTE Year 5	% Effort for Prg. Year 5	PY Year 5
A/F	Heidi Harley, Ph.D. Psychology	Professor	Tenured	Fall 2024	10	1.00	60.00	0.60	10	1.00	70.00	0.80
A/C	Peter Cook, Ph.D. Psychology	Associate Professor	Tenured	Fall 2024	9	1.00	60.00	0.60	9	1.00	70.00	0.80
A/C	Athena Rycyk, Ph.D. Biology & Marine Science	Associate Professor	Tenure Earning	Fall 2024	9	1.00	60.00	0.60	9	1.00	70.00	0.80
A/C	Amber Whittle, Ph.D. Zoology	Research Administrator	MYA	Fall 2024	11	1.00	60.00	0.60	11	1.00	70.00	0.80
C	New Hire, Ph.D. Statistics*	Assistant Professor	Tenure Earning	Fall 2025	9	0.00	0.00	0.00	9	1.00	70.00	0.80
C	New Hire, Ph.D. Sarasota Dolphin Research Program	Instructor	MYA	Fall 2024	9	1.00	60.00	0.60	9	1.00	70.00	0.80
Total Person-Years (PY)								3.00				4.80

* Applied Data Science/Biology faculty will teach Statistics during year 1.

Faculty Code	Code Description	Source of Funding	PY Workload by Budget Classification	
			Year 1	Year 5
A	Existing faculty on a regular line	Current Education & General Revenue	1.05	1.25
B	New faculty to be hired on a vacant line	Current Education & General Revenue	0.00	0.00
C	New faculty to be hired on a new line	New Education & General Revenue	2.10	3.20
D	Existing faculty hired on contracts/grants	Contracts/Grants	0.00	0.00
E	New faculty to be hired on contracts/grants	Contracts/Grants	0.00	0.00
F	Existing faculty on endowed lines	Philanthropy & Endowments	0.35	0.35
G	New faculty on endowed lines	Philanthropy & Endowments	0.00	0.00
H	Existing or new faculty teaching outside of regular/tenure-track line course load	Enterprise Auxiliary Funds	0.00	0.00
Overall Totals for			3.50	4.80

APPENDIX A TABLE 3A EROLLMENT AND GROWTH PROJECTED COSTS AND FUNDING SOURCES

Institutions should not edit the categories or budget lines in the table below. This table is specific to state-funded (E&G) programs, and institutions are expected to explain all costs and funding sources in Section VII.A. of the proposal. Detailed definitions for each funding category are located at the bottom of the table.

Budget Line Item	Reallocated Base* (E&G) Year 1	Enrollment Growth (E&G) Year 1	New Recurring (E&G) Year 1	New Non-Recurring (E&G) Year 1	Contracts & Grants (C&G) Year 1	Philanthropy/ Endowments Year 1	Other Funding Year 1 - Please Explain in Section VII.A. of the Proposal	Subtotal Year 1	Continuing Base** (E&G) Year 5	New Enrollment Growth (E&G) Year 5	Other*** (E&G) Year 5	Contracts & Grants (C&G) Year 5	Philanthropy/ Endowments Year 5	Other Funding Year 5 - Please Explain in Section VII.A. of the Proposal	Subtotal Year 5
Salaries and Benefits (Faculty)	0	0	750,120	0	0	0	0	\$750,120	1,014,790	0	0	100,000	0	0	\$1,114,790
Salaries and Benefits (A&P and USPS)	0	0	266,000	0	0	0	0	\$266,000	266,000	0	0	50,000	0	0	\$316,000
OPS (including assistantships & fellowships)	0	0	50,000	0	0	0	0	\$50,000	50,000	0	0	0	0	0	\$50,000
Programmatic Expenses****	0	0	125,800	120,000	250,000	100,000	0	\$595,800	125,800	0	0	600,000	400,000	0	\$1,125,800
Total Costs	\$0	\$0	\$1,191,920	\$120,000	\$250,000	\$100,000	\$0	\$1,661,920	\$1,456,590	\$0	\$0	\$750,000	\$400,000	\$0	\$2,606,590

*Identify reallocation sources in Table 4.

**Includes recurring E&G funded costs ("reallocated base," "enrollment growth," and "new recurring") from Years 1-4 that continue into Year 5.

***Identify if non-recurring.

****include library costs, expenses, OCO, special categories, etc.

Faculty and Staff Summary

Total Positions	Year 1	Year 5
Faculty (person-years)	3.50	4.80
FTE (A&P and USPS)	2	3

Calculated Cost per Student FTE

	Year 1	Year 5
Total E&G Funding	\$1,311,920	\$1,456,590
Annual Student FTE	10	50
E&G Cost per FTE	\$131,192.00	\$29,131.80

Table 3 Column Explanations

Reallocated Base* (E&G)	1	E&G funds that are already available in the university's budget and will be reallocated to support the new program. Please include these funds in the Table 4 – Anticipated reallocation of E&G funds and indicate their source.
Enrollment Growth (E&G)	2	Additional E&G funds allocated from the "Student and Other fees Trust Fund" contingent on enrollment increases.
New Recurring (E&G)	3	Recurring funds appropriated by the Legislature to support implementation of the program.
New Non-Recurring (E&G)	4	Non-recurring funds appropriated by the Legislature to support implementation of the program. Please provide an explanation of the source of these funds in the budget section (section VII.A.) of the proposal. These funds can include initial investments, such as infrastructure.
Contracts & Grants (C&G)	5	Contracts and grants funding available for the program.
Philanthropy Endowments	6	Funds provided through the foundation or other Direct Support Organizations (DSO) to support the program.
Continuing Base** (E&G)	7	Includes the sum of columns 1, 2, and 3 over time.
New Enrollment Growth (E&G)	8	See explanation provided for column 2.
Other*** (E&G)	9	These are specific funds provided by the Legislature to support implementation of the program.
Contracts & Grants (C&G)	10	See explanation provided for column 5.
Philanthropy Endowments	11	See explanation provided for column 6.
Other Funding	12	Any funding sources not already covered in any other column of the table. Please provide an explanation for any funds listed in these columns in the narrative for Section VII.A. of the proposal.

APPENDIX A TABLE 3B CONTINUING EDUCATION, SELF-SUPPORTING AND MARKET RATE PROGRAM BUDGET

Institutions may edit the table below as applicable to their specific program and circumstances. The general headings (in bold) should serve as a guide, but institutions may edit the information below the headings as needed or desired. Detailed definitions are located at the bottom of the table. The Description or Explanation column is optional and should not replace the narratives required in the new degree program proposal.

Category	Year 1	Year 5	Description or Explanation - If Needed
Tuition			
Program Tuition (Full Cost to the Student) Florida Resident	\$11,383.92	\$11,383.92	
Program Tuition (Full Cost to the Student) Out of State	\$28,056.00	\$28,056.00	
Program Tuition (Per Credit Hour) Florida Resident	\$474.33	\$474.33	
Program Tuition (Per Credit Hour) Out of State	\$1,169.00	\$1,169.00	
Headcount	10.00	40.00	
Total Tuition Revenue	\$113,839.20	\$455,356.80	All in-state tuition
Faculty Salaries and Benefits			
Faculty Salaries	\$359,100.00	\$616,739.54	2% COL raise annually, compounded
Program Directors	\$391,020.00	\$503,671.00	2% COL raise annually, compounded
Total Faculty Salaries	750,120	1,120,411	
Staff and Administrative Support			
USPS Staff	\$0.00	\$0.00	
A&P Staff	\$266,000.00	\$293,951.00	2% COL raise annually, compounded
OPS Staff	\$50,000.00	\$50,000.00	
Assistantships and Fellowships	\$0.00	\$0.00	
Total Staff and Administrative Support Costs	316,000	343,951	
Programmatic Expenses			
Equipment - Purchase and Servicing	\$25,000.00	\$25,000.00	computers, printers, technology
Materials and Supplies	\$10,000.00	\$10,000.00	
Other Programmatic Expenses - Travel (\$10,800), Marketing (10,000), Vehicles & Maintenance (\$70,000), Tuition Waivers (\$241,771)	\$90,800.00	\$90,800.00	
Total Programmatic Expenses	125,800	125,800	
Overhead Costs			
<i>See definitions below</i>			
Total Overhead Costs	\$ -	\$ -	
Total Program Costs	\$1,191,920.00	\$1,590,161.54	

Definitions	
Faculty Salaries and Benefits	The total amount of faculty salaries and benefits that will be attributed to this program. Because the program is funded through an auxiliary budget source. A separate line was added to reflect the portion of the Program Director/Department Chair's salary and benefits that are funded through this program. Institutions may further edit the expenses as needed to reflect the unique nature of their program.
Staff and Administrative Support Costs	Includes all non-faculty personnel costs, including benefits, that will be directly and indirectly attributed to this program. Not all categories may be applicable to every program.
Programmatic Expenses	Includes all non-personnel costs that will be directly and indirectly attributed to this program. Institutions may edit the categories in the template to best reflect the programmatic expenses for each program.
Overhead Costs	Any institutional overhead costs associated with the program should be reflected in the table. This can include startup costs, program administration fees, or other fees not represented elsewhere in the table that are attributed to the program from other units within the institution.

APPENDIX A TABLE 4 ANTICIPATED REALLOCATION OF EDUCATION GENERAL FUNDS*

Program and/or E&G account from which current funds will be reallocated during Year 1	Base before reallocation	Amount to be reallocated	Base after reallocation
Example: 555-555 World exploration fund (example)	0	0	\$0
	0	0	\$0
	0	0	\$0
	0	0	\$0
	0	0	\$0
	0	0	\$0
	0	0	\$0
	0	0	\$0
	0	0	\$0
Totals	\$0	\$0	\$0

* If not reallocating E&G funds, please submit a zeroed Table 4

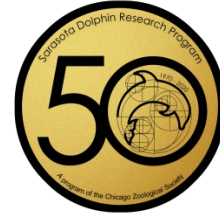
Appendix D

Letters of Support



SARASOTA DOLPHIN RESEARCH PROGRAM

A program of the Chicago Zoological Society 



708 Tropical Circle, Sarasota, FL 34242 | 941-374-0449 | sarasotadolphin.org | rwells@mote.org

Dr. Heidi Harley
New College of Florida

December 7, 2023

RE: Proposed Master's in Marine Mammal Science program

Dear Heidi,

I am writing to confirm the Sarasota Dolphin Research Program's intention to engage in student teaching and mentoring in New College of Florida's planned Master's in Marine Mammal Science program. We are excited to continue and expand the work we've been doing with New College over the last decades as outlined in our Memorandum of Understanding with the college. As you know, we have four scientists with PhDs in the marine sciences, all of whom have experience in supporting students at a variety of levels to participate in marine mammal research in the natural laboratory of Sarasota Bay. We look forward to working with you to help future generations learn to study dolphin behavior, health, ecology, and conservation, as we have been doing in Sarasota Bay for more than 53 years, across at least six generations of dolphins.

Sincerely,



Randall S. Wells, Ph.D.
Chicago Zoological Society
Vice President of Marine Mammal Conservation, and
Director, Sarasota Dolphin Research Program



WOODS HOLE
OCEANOGRAPHIC
INSTITUTION

Laela Sayigh

Research Specialist

MS #50, 266 Woods Hole Road, Woods Hole, MA 02543

Office: 508-289-2977

lsayigh@whoi.edu www.whoi.edu

December 10, 2023

Dear Heidi,

I am writing to confirm my interest in participating in New College's proposed Master's in Marine Mammal Science program. As you know, I have been coming to Sarasota for many years to study the dolphins in Sarasota Bay, and I am excited about this new program directed towards Florida's marine mammals.

If opportunity allows, I would be interested in partnering with you, including through periodically offering an intensive short elective course on Dolphin Communication. I would also look forward to potentially assisting with supervision of student research on dolphin communication.

Please do not hesitate to contact me should you require any additional information.

Sincerely,

A handwritten signature in black ink that reads "Laela S. Sayigh".

Laela S. Sayigh

New College's proposed Master's in Marine Mammal Science program

External

Inbox



Vincent Janik

Mon, Dec
16, 11:07 AM

to me

Dear Heidi,

I am writing to confirm my interest in participating in New College's proposed Master's in Marine Mammal Science program. As you know, I have been coming to Sarasota for many years to study the dolphins in Sarasota Bay, and I am excited about this new program directed towards Florida's marine mammals.

If opportunity allows, I would be interested in partnering with you, including through periodically offering an intensive short elective course on Dolphin Communication.

I'm looking forward to seeing you this May in Sarasota.

All the best,

Vincent

Prof Vincent M. Janik
Scottish Oceans Institute
School of Biology
University of St Andrews
Fife KY16 8LB
UK

The University of St Andrews is a charity registered in Scotland : No SC013532

Appendix I

Faculty CVs

Heidi E. Harley

5010 Sun Circle
Sarasota, FL 34234
(M) 941-685-1387 (O) 941-487-4328
e-mail: harley@ncf.edu

Division of Social Sciences
New College of Florida
5800 Bay Shore Road
Sarasota, FL 34243

Education

University of Hawaii at Manoa, 1993, Ph.D., Psychology
University of Hawaii at Manoa, 1990, M.A., Psychology
University of Colorado at Boulder, 1984, B.A. *cum laude*, Philosophy

Teaching & Training Positions

Courses: Cognitive Psychology, Laboratory in Cognitive Psychology, Psycholinguistics, Animal Perspectives, Wellbeing of Humans and Other Animals (WHOA): Introduction to Animal Wellbeing, Wellbeing of Humans and Other Animals (WHOA): Intersecting Worlds, WHOA: Cognitive Laboratory in Parallel Approaches to Facilitating Wellbeing across Species, WHOA: A Complex Relationship, WHOA: Animals' Welfare Workshop, Animal Communication, Introduction to Environmental Studies, Environmental Practicum, Methods and Representations in Environmental Studies, Environmental Studies Capstone, Psychology Senior Seminar, Comparative Cognition, Laboratory in Comparative Cognition, Introduction to Psychology, Music Perception & Cognition, Introduction to Statistics, Animal Language Research with laboratory, The Art and Science of Happiness, Topics in Marine Mammal Cognition, Humans in Marine Mammal Environments/Marine Mammals in Human Environments, Ethical Considerations of Keeping Animals in Captivity, Topics in Language Development, Evolution of Language and Thought, Developmental Psychology, and more.

Peg Scripps Buzzelli Endowed Chair in Psychology, New College of Florida, 2018-present.

Faculty Director, Environmental Studies Program, New College of Florida, 2002-2004, 2011-present.

Professor, Division of Social Sciences, New College of Florida, 2008-2018.

Associate Professor, Division of Social Sciences, New College of Florida, 1999-2008.

Assistant Professor, Division of Social Sciences, New College of USF, 1994-1999.

Visiting Assistant Professor, Department of Psychology, Rollins College, 1993-1994.

Instructor, Department of Psychology, University of Hawaii at Manoa & West Oahu, 1991-1993 & Summer 1994.

Elementary and Junior High School Teacher, Oak Hall School, Charleston, SC, 1985-1986. Received *Teacher of the Year* award.

Marine Mammal Trainer (killer whale, dolphins, sea lions), Miami Seaquarium, 1982-1984.

Research Positions

Cognitive Scientist, The Seas, Epcot, Walt Disney World, Kissimmee, FL (1993 to present) Cognitive research with bottlenose dolphins.

Research Associate, Mote Marine Laboratory, Sarasota, FL (1997 to present)

Guest Investigator, Woods Hole Oceanographic Institute, Woods Hole, MA (2015 to 2018)

Researcher, Consortium for Research and Education on Marine Mammals (1997 to 2011) Cognitive research with bottlenose dolphins.

Research Scientist, The Mirage Hotel, Las Vegas, NV (2003 to 2006) Cognitive research with bottlenose dolphins.

Research Assistant, Developmental Research Group at the University of Hawaii, Honolulu, HI (1992 to 1993) Cognitive research with 3- to 5-year-olds.

Research Assistant and Marine Mammal Trainer, S.A.I.C. for the Naval Oceans Systems Center, Kailua, HI, (1988 to 1993) Cognitive research with dolphins.

Research Assistant, Laboratory for Comparative Cognition at the University of Hawaii, Honolulu, HI (1986 to 1988) Cognitive research with dolphins, sea lions (Sea Life Park) & rats, pigeons.

Research Assistant, Kewalo Basin Marine Mammal Laboratory at the University of Hawaii, Honolulu, HI (1986 to 1987) Cognitive research with dolphins.

Publications

Roitblat, H.L. & Harley, H.E. (1988). Rat spatial delayed matching-to-sample performance: Acquisition and retention. *Journal of Experimental Psychology: Animal Behavior Processes*, 14, 71-82.

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- Harley, H.E. & Putman, E.A. (2001). Object recognition in the bottlenose dolphin: How vision and echolocation interact. Orlando, FL: Meeting of the Psychonomics Society.
- Harley, H.E., Putman, E.A., & DeLong, C.M. (2001). Object recognition in the bottlenose dolphin: How vision and echolocation interact. Vancouver, Canada: 14th Biennial Conference on the Biology of Marine Mammals.
- DeLong, C.M., Harley, H.E., & Au, W.W.L. (2001). Echoic cues used by a bottlenosed dolphins during multiple cross-modal matching tasks. Vancouver, Canada: 14th Biennial Conference on the Biology of Marine Mammals.
- Harley, H.E., Odell, K., Putman, E.A., Clark, D., Goonen, C. & DeLong, C.M. (2002). Belated ode to Stewart Hulse: Dolphins got rhythm. Melbourne, FL: Annual International Conference on Comparative Cognition.
- Harley, H.E., Odell, K., Putman, E.A., Clark, D., Goonen, C. & DeLong, C.M. (2002). Rhythm perception and discrimination by the bottlenose dolphin. Orlando, FL: Meeting of the International Marine Animal Trainers' Association.
- Harley, H.E. (2003). Echoic object feature extraction by a bottlenose dolphin. Melbourne, FL: Annual International Conference on Comparative Cognition.
- Harley, H.E. (2003). Whistle perception by a bottlenose dolphin (111-112). College Park, MD: International Conference on Acoustic Communication by Animals.
- Harley, H.E., Odell, K., Fellner, W., Putman, E.A., Clark, D., Goonen, C. & DeLong, C.M. (2003). Rhythm discrimination by the bottlenose dolphin. Greensboro, NC: 15th Biennial Conference on the Biology of Marine Mammals.
- DeLong, C.M., Au, W.W.W., Roitblat, H.L., & Harley, H.E. (2003). Echoic object feature extraction by dolphins and people. Greensboro, NC: 15th Biennial Conference on the Biology of Marine Mammals.
- Harley, H.E., Fellner, W., & Larsen-Plott, L. (2004). Rhythm production by the bottlenose dolphin. Melbourne, FL: Annual International Conference on Comparative Cognition.
- Orth, J.H. & Harley, H.E. (2004). Whistle rates in a group of bottlenose dolphins over changes in composition. Melbourne, FL: Annual International Conference on Comparative Cognition.

- Cardwell, A.M. & Harley, H.E. (2004). Cooperative matching-to-sample by bottlenose dolphins. Melbourne, FL: Annual International Conference on Comparative Cognition.
- Harley, H.E. (2004). The dolphin's world. Sarasota, FL: New College of Florida Orientation Lecture. (Invited.)
- Harley, H.E. (2004). Connecting dolphins in human care to their wild counterparts. Orlando, FL: Meeting of the Educators of the Alliance of Marine Mammal Parks and Aquariums. (Invited.)
- Harley, H.E., Fellner, W.L., Odell, K., & Putman, E. (2005). Representation of acoustic rhythms by the bottlenose dolphin. Melbourne, FL: Annual International Conference on Comparative Cognition.
- Chapman, K.M. & Harley, H.E. (March, 2005). Multiple measures of handedness & laterality in three species of lemur: *Lemur catta*, *Eulemur mongoz*, and *Eulemur fulvus rufus*. Melbourne, FL: Annual International Conference on Comparative Cognition.
- Harley, H.E. (May, 2005). Cognitive research with dolphins: What is it? How do you do it? What have we found out? Orlando, FL: Regional meeting of the International Marine Animal Trainers' Association. (Invited.)
- Harley, H.E., Fellner, W., Odell, K., Larsen-Plott, L., & Crowell, S. (2005). Rhythm perception and production by the bottlenose dolphin. Minneapolis, MN: 150th Meeting of the Acoustical Society of America. (Invited.)
- Cardwell, A. & Harley, H.E. (2005). Cooperative echoic matching by two bottlenose dolphins. Duck Key, FL: Meeting of the International Marine Animal Trainers' Association.
- Harley, H.E., Fellner, W., Larsen-Plott, L., & Crowell, S. (2005). Rhythm production by the bottlenose dolphin. Duck Key, FL: Meeting of the International Marine Animal Trainers' Association.
- Cardwell, A. & Harley, H.E. (2005). Cooperative echoic matching by two bottlenose dolphins. San Diego, CA: 16th Biennial Conference on the Biology of Marine Mammals.
- Harley, H.E., Fellner, W., Larsen-Plott, L., & Crowell, S. (2005). Rhythm production by the bottlenose dolphin. San Diego, CA: 16th Biennial Conference on the Biology of Marine Mammals.
- Crowell, S., Harley, H.E., Fellner, W., & Larsen-Plott, L. (2005). Vocal productions of rhythms by the bottlenose dolphin. San Diego, CA: 16th Biennial Conference on the Biology of Marine Mammals.
- Fellner, W. & Harley, H.E. (2006). Dolphin vocal responses to acoustic stimuli. Melbourne, FL: Comparative Cognition Conference.
- Crowell, S., Harley, H.E., Fellner, W., & Larsen-Plott, L. (2006). Vocal productions of rhythms by the bottlenose dolphin. Melbourne, FL: Comparative Cognition Conference.
- Harley, H.E., Fellner, W., & Odell, K. (2007). Object-Photo/Photo-Object Matching by the Bottlenose Dolphin. Melbourne, FL: Comparative Cognition Conference.
- Pytko, L., Harley, H.E., & Curtiss-Floyd, R.L. (2007). O grape, where art thou? Melbourne, FL: Comparative Cognition Conference.

- Harley, H.E., Fellner, W., & Losch, B. (2007). Extracting object feature information from echoes by the bottlenose dolphin, *Tursiops truncatus*. Cape Town, South Africa: 17th Biennial Conference on the Biology of Marine Mammals.
- Cardwell, A.M., Harley, H.E., & Vennare, A.M. (2007). Echoic pointing by two bottlenose dolphins during a cooperative echoic matching task. Cape Town, South Africa: 17th Biennial Conference on the Biology of Marine Mammals.
- Harley, H.E., Fellner, W., & Losch, B. (2008). Extracting object feature information from echoes by the bottlenose dolphin, *Tursiops truncatus*. Melbourne, FL: Comparative Cognition Conference.
- Cardwell, A.M., Vennare, A.M., & Harley, H.E. (2008). Echoic pointing by two bottlenose dolphins during a cooperative echoic matching task. Melbourne, FL: Comparative Cognition Conference.
- Fellner, W. & Harley, H.E. (2008). Variations in vocalizations in the bottlenose dolphin in different contexts. Melbourne, FL: Comparative Cognition Conference.
- Fellner, W. & Harley, H.E. (2009). Bottlenose dolphin (*Tursiops truncatus*) whistles vary by context. Melbourne, FL: Comparative Cognition Conference.
- Harley, H.E., Fellner, W., & Losch, B. (2009). Echoic shape discrimination by dolphins? Kyoto, Japan: The 5th Annual Sonar Symposium. (Invited.)
- Leighty, K.A., Fellner, W., Harley, H.E., Maloney, M.A., Stamper, M.A., & Bettinger, T. (2009). Investigating the minds of animals in zoos and aquaria: Benefiting our animals, our visitors, and scientific knowledge. Portland, OR: Annual conference of the Association of Zoos and Aquariums.
- Harley, H.E., Fellner, W., & Losch, B. (2009). Echoic shape discrimination by dolphins? Quebec City, Quebec, Canada: The 18th Biennial Conference on the Biology of Marine Mammals.
- Abbott, J.T., Clark, J., Harley, H.E., Fellner, W. & O'Brien, C. (2009). Frequencies and syntax in sequences of dolphin vocalizations. Quebec City, Quebec, Canada: The 18th Biennial Conference on the Biology of Marine Mammals.
- Fellner, W., Losch, B.A., Bauer, G.B., & Harley, H.E. (2009). Synchrony characteristics change over time among four captive male bottlenose dolphins. Quebec City, Quebec, Canada: The 18th Biennial Conference on the Biology of Marine Mammals.
- Fellner, W., Clark, J., Abbott, J.T., & Harley, H.E. (2010). Micro-whistles: An overlooked category of vocalizations in Atlantic bottlenose dolphins (*Tursiops truncatus*). Melbourne, FL: Comparative Cognition Conference.
- Abbott, J.T., Harley, H.E., Clark, J., & Fellner, W. (2010). Patterns in sequences of dolphin vocalizations. Melbourne, FL: Comparative Cognition Conference.
- Clark, J., Fellner, W., & Harley, H.E. (2010). Context-dependent use of signature whistles in the Atlantic bottlenose dolphin (*Tursiops truncatus*). Melbourne, FL: Comparative Cognition Conference.
- Harley, H.E. (2010). Echolocation and reference in the bottlenose dolphin. Berlin, Germany: Comparative and Evolutionary Perspectives on Referential Communication and Cooperation. (Invited.)
- Harley, H.E., Cardwell, A., Clark, J., & Vennare, A. (2011). Echoic pointing by the bottlenose dolphin. Melbourne, FL: Comparative Cognition Conference.

- Fellner, W., Harley, H.E., & Clark, J. (2011). Production of combination vocalizations by bottlenose dolphins (*Tursiops truncatus*). Melbourne, FL: Comparative Cognition Conference.
- Clark, J., Fellner, W., & Harley, H.E. (2011). Individual differences in vocalizations of isolated bottlenose dolphins. Melbourne, FL: Comparative Cognition Conference.
- Harley, H.E., Fellner, W., Losch, B., Larsen, L., Odell, K., Brantley, C., Feuerbach, & Ward, D. (2011). Analogical reasoning by a bottlenose dolphin. Tampa, FL: The 19th Biennial Conference on the Biology of Marine Mammals.
- Fellner, W., Clark, J., Abbott, J.T., & Harley, H.E. (2011). Fine-scale analysis of bottlenose dolphin vocalizations reveal differential use of sub-units. Tampa, FL: The 19th Biennial Conference on the Biology of Marine Mammals.
- DeLong, C.M., Harley, H.E., Heberle, A., & Au, W.W.L. (2011). Auditory object constancy: Recognition of objects from multiple orientations by human listeners using dolphins echoes. Tampa, FL: The 19th Biennial Conference on the Biology of Marine Mammals.
- DeLong, C.M., Harley, H.E., Heberle, A.L., & Au, W.W.L. (2012). Auditory object constancy: Recognition of objects from multiple orientations by human listeners using dolphin echoes. 19th Annual International Conference on Comparative Cognition, Melbourne, FL.
- Fellner, W., Ward, D., & Harley, H.E. (2012). Dolphins' vocal responses to narrowband and broadband vocalizations produced in multiple contexts. 19th Annual International Conference on Comparative Cognition, Melbourne, FL.
- Harley, H.E. (2012). Information Processing in Environmental Education. Socio-Economic Connections Panelist, Sarasota Bay Watershed Symposium, Sarasota, FL.
- Harley, H.E., Bauer, G., & Graham, S. (2012). Workshop leader: Limits and possibilities for motivating behavior change: A psychological perspective. Sarasota Bay Watershed Symposium, Sarasota, FL.
- Harley, H.E. (2012). Queries on dolphin consciousness, cognition, & communication. International Conference on the Sensory Biology of Aquatic Mammals, Rostock, Germany. (Invited.)
- Harley, H.E. (2013). Queries on dolphin consciousness. Disney's Animal Kingdom, Kissimmee, FL. (Invited.)
- Fellner, W., Harley, H.E., & Odell, K. (2013). Object matching of rotated objects by a dolphin. 20th Annual International Conference on Comparative Cognition, Melbourne, FL.
- Newton, K.T. & Harley, H.E. (2013). Using your melon: The effects of object recognition on echolocation. Council for Undergraduate Research: On the Hill, Washington, D.C.
- Harley, H.E., Fellner, W., & Losch, B.A. (2013). Dolphin echolocation is not seeing with sound. Acoustical Society of America, Montreal, Canada. (Invited.)
- Greenhow, D., Harley, H.E., Fellner, W., Cardwell, A., & Mann, D. (2013, June). Methods for determining free-swimming positioning and echolocation beam patterns. 165th Meeting of the Acoustical Society of America, Montreal, Quebec, Canada.
- DeLong, C.M., Heberle, A., Mata, K., Harley, H.E., & Au, W.W. (2013). Recognizing objects from multiple orientations using dolphin echoes. 165th Meeting of the Acoustical Society of America, Montreal, Quebec, Canada.

- Harley, H.E. (2013). Cognition and communication in the bottlenose dolphin. NIMBioS Workshop: Multidisciplinary approaches to analyzing vocal communication sequences, Knoxville, TN. (Invited.)
- Newton, K.T., Harley, H.E., Fellner, W., Ward, D., & Losch, B. (2013). The influence of object familiarity and discriminability on echoic effort. The 20th Biennial Conference on the Biology of Marine Mammals, Dunedin, New Zealand.
- Harley, H.E., Fellner, W., Ward, D., Stamper, M.A., Green, L.L., & Larsen, L. (2014). Bottlenose dolphins perceive projected stimuli. 21st Annual International Conference on Comparative Cognition, Melbourne, FL.
- Hill, H., Miller, L., Harley, H.E., & Shepherdson, D. (2014). Research helping animals & animals helping research: Developing successful collaborative research efforts. Annual Conference of the Association of Zoos & Aquariums and the International Marine Animal Trainers' Association, Orlando, FL.
- Harley, H.E., Fellner, W., & Losch, B.A. (2014). Dolphin echolocation is not seeing with sound. 55th Annual Meeting of the Psychonomic Society, Long Beach, CA.
- Harley, H.E., Newton, K.T., Fellner, W., Frances, C., Losch, B., & Hagopian, K. (2015). The influence of object familiarity and discriminability on a dolphin's echoic effort. 22nd Annual International Conference on Comparative Cognition, Melbourne, FL.
- Harley, H.E. (2015). The swamp of the dolphin mystique. Workshop presentation at the 21st Biennial Conference on Marine Mammals, San Francisco, CA. (Invited.)
- Harley, H.E., Fellner, W., Frances, C., Losch, B.A., & Thomas, A. (2015). Echolocation as a window into metacognition. 21st Biennial Conference on Marine Mammals, San Francisco, CA.
- Fellner, W., Losch, B., & Harley, H.E. (2016). Bond formation in a managed collection of male common bottlenose dolphins (*Tursiops truncatus*). 21st Biennial Conference on Marine Mammals, San Francisco, CA.
- Harley, H.E., Fellner, W., Odell, K., Larsen, L., & Crowell, S. (2016). Rhythm perception and production by the bottlenose dolphin. Workshop presentation at the 11th International Conference on the Evolution of Language, New Orleans, MS. (Invited.)
- Harley, H.E., Fellner, W., Larsen, L., & Green, L. (2016). A method for studying recall in dolphins. 23rd Annual International Conference on Comparative Cognition, Melbourne, FL.
- Fellner, W., Losch, B.A., & Harley, H.E. (2016). Bond formation in a managed collection of male common bottlenose dolphins (*Tursiops truncatus*). 23rd Annual International Conference on Comparative Cognition, Melbourne, FL.
- Harley, H.E., Fellner, W., Frances, C., Thomas, A., Losch, B.A., & Feuerbach, D.A. (2016). Information-Seeking in an Echolocating Dolphin. 5th Joint Meeting of the Acoustical Society of America and Acoustical Society of Japan, Honolulu, HI, USA.
- Harley, H.E., Fellner, W., Frances, C., Thomas, A., Losch, B.A., & Feuerbach, D.A. (2016). Information-Seeking in an Echolocating Dolphin. Psychonomic Society's 57th Annual Meeting, Boston, MA, USA.
- Carbary, L.G., Odell, K., Fellner, W., & Harley, H.E. (2016). Where's Waldo?: The dolphin edition. Annual Conference of the International Marine Animal Trainer's Association, San Diego, CA, USA.

- Fellner, W., Harley, H.E., Green, L., Goonen, C., & Odell, K. (2017). An echolocator's discrimination of marine animals using vision. 24th Annual International Conference on Comparative Cognition, Melbourne, FL.
- Harley, H.E. (2017). Dolphin cognition through the decades: Reflections in memory of Stan Kuczaj. 24th Annual International Conference on Comparative Cognition, Melbourne, FL. (Invited.)
- Harley, H.E., Fellner, W., Larsen, L., Green, L., Odell, K., & Stamper, M.A. (2017). Dolphin-human two-way communication system allows exploration of recall memory. 22nd Biennial Conference on Marine Mammals, Halifax, Canada.
- Harley, H.E. (2017). A fish is a fish is a fish: Multisensory integration and cognition in marine mammals. Marine mammal sensory systems: An integrated perspective. Workshop at the 22nd Biennial Conference on Marine Mammals, Halifax, Canada. (Invited.)
- Harley, H.E., Fellner, W., & Stamper, M.A. (2018). Educating the public about other minds: Dolphin cognition research as a window to science and other animals. Florida Marine Mammal Health Conference VI, Orlando, FL. (Invited.)
- Fellner, W., Au, W.W.L., Harley, H.E., Atkins, J., & Volpilier. (2018). Changes in a dolphin's echolocation clicks across object sets in a matching task. 25th Annual International Conference on Comparative Cognition, Melbourne, FL.
- Harley, H.E., Fellner, W., & Stamper, M.A. (2019). Educating the public about other minds: Dolphin cognition research as a window to science. American Psychological Association Annual Convention, Chicago, IL.
- Harley, H.E., Fellner, W., Odell, K., & Stamper, M.A. (2019). Dolphin welfare: Autonomous foraging & cognitive science at The Seas. International Marine Animal Trainers' Association and Association of Zoos and Aquariums Annual Conference, New Orleans, LA.
- Harley, H.E., Fellner, W., Odell, K., & Stamper, M.A. (2019). Stealthy foraging: Dolphins can discriminate among marine species using vision alone. 23rd Biennial Conference on Marine Mammals, Barcelona, Spain.
- Harley, H.E. (2020). Dolphins stay in touch: Whistles, clicks, and blats. Sitka Whalefest, Sitka, Alaska. (Invited.)
- Harley, H.E., Fellner, W., Odell, K., & Stamper, M.A. (2021). Visual discrimination of potential prey by bottlenose dolphins. 26th Annual International Conference on Comparative Cognition, Zoom.
- Harley, H.E. (2022). Mysteries of other minds: Studying dolphin cognition in zoos and aquaria. Indiana University Bloomington. (Invited).
- Fellner, W., Losch, B.A., & Harley, H.E. (2022). Affiliation and agonism: Observing the nature of relationships in bottlenose dolphins. 27th Annual International Conference on Comparative Cognition, Zoom.
- Harley, H.E., & Fellner, W. (2022). WAU! Identifying complex shapes with an acoustic flashlight? Meeting of the Acoustical Society of America, Denver, CO.
- Harley, H.E., Fellner, W., & Odell, K. (2022) Bottlenose dolphins recognize conspecifics using vision alone. 24th Biennial Conference on Marine Mammals, West Palm Beach, FL.
- Fellner, W., Losch, B.A., & Harley, H.E. (2022). Affiliation and agonism: Observing the nature of relationships in bottlenose dolphins. 24th Biennial Conference on Marine Mammals, West Palm Beach, FL.

Harley, H.E., Fellner, W., Frances, C., Thomas, A., Losch, B., Newton, K., & Feuerbach, D. (2023). Information-seeking across auditory scenes by an echolocating dolphin. Batsheva de Rothschild Conference on Active Sensing: From Animals to Robots, Rehovot, Israel.

Harley, H.E., Fellner, W., Losch, B., & Feuerbach, D. (2023). Mechanisms of echoic object recognition by the bottlenose dolphin. 28th Annual International Conference on Comparative Cognition, Melbourne, FL.

Bauer, G.B., Cook, P.F., & Harley, H.E. (2023). Marine mammal cognition and conservation. 28th Annual International Conference on Comparative Cognition, Melbourne, FL.

Fellner, W., Alligood, C., Harley, H.E., & Janik, V. (2023). Relative values of food reinforcers by bottlenose dolphins. 28th Annual International Conference on Comparative Cognition, Melbourne, FL.

Honors and Awards

- Excellence in Science Communication Award for poster (2009), *Echoic Shape Discrimination by Dolphins?*, at the 18th Biennial Conference on the Biology of Marine Mammals
- *Pas si Bêtes! 1000 Cerveaux, 1000 Mondes.* (2000). An installation in the *Muséum National d'Histoire Naturelles*, Paris, France, included my work on imitation in dolphins.
- TIP Award for Exceptional Teaching (1998)

Grants

- ONR MURI Grant, Subaward Principal Investigator, *Learning from Hearing: Neurobehavioral, Physiological, and Computational Processes of Auditory Object Learning in Mammals*, 2022-2025.
- Disney Research Grant, Principal Investigator, 1996 - present.
- Disney-NCF contract, Coordinator, 2010 - present.
- New College Faculty Development Award, 1995 - 2021.
- Travel grants: USF, NCF, European Union, *Stazione Zoologica*, German Research Foundation/Office of Naval Research Global, NIMBioS, Association of Zoos and Aquariums.
- USF DSR Research & Creative Scholarship Award, Principal Investigator, 1995, 1999.
- Dolphin Aviation, 1997 (with Gordon Bauer).
- SPAWAR Systems Center - San Diego Contract N66001-98-M-1052, Principal Investigator, 1998.
- Southwest Florida Water Management District, Principal Investigator, 2003.
- Mirage Research Grant, Principal Investigator, 2003 - 2006.
- NOAA Grant to NCF, Investigator, 2002 - 2006.

Membership in Professional Societies

- Comparative Cognition Society
- International Marine Animal Trainers' Association
- Society for Marine Mammalogy
- Psychonomics Society (Fellow)
- Association of Zoos and Aquariums
- International Society for Anthrozoology
- American Psychological Association

Community Service

New College: Student Life Committee (1995-1997; 2001-2002; 2005); Statistics Committee (1996); Student Activities Coordinator Search Committee (1996); Library Committee (1997-1999); USF Strategic Planning Task Force - Honors Programs, Services, and Environment (1998); Alumnae/i Grants Committee (2001-2002); Health Fee Committee (2001-2002); Admissions Committee (2003); Institutional Review Board (2004-2005, 2006); Provost's Advisory Council (1999-2001, 2005, 2006-2008, 2014, 2019, 2020-2022); Environmental Studies Steering Committee (2002 - present); Shared-appointment Committee (2009-2010); FASC (2010-2011); Interdisciplinary Programs Committee (2014); Data Science Master's Initiative (2014); Psychology Search Committees (multiple years); Anthropology Search Committee (2018-19); Philosophy Search Committee (2018-19); and more.

Reviewer: *Journal of Comparative Psychology*; *Journal of Experimental Psychology: Animal Behavior Processes*; *Aquatic Mammals*; NSF; *Animal Cognition*; *Animal Behaviour*; *Marine Mammal Science*; *International Journal of Comparative Psychology*; *Natural Sciences and Engineering Research Council of Canada*; *Journal of the Acoustical Society of America*; *Zoo Biology*; *Journal of Comparative Physiology*; *PNAS*; *Oxford University Press*; *MIT Press*; *Chicago University Press*, and more.

Community Presentations: National Student Conference of the National Consortium for Specialized Secondary Schools of Mathematics, Science, and Technology; Golden Anchor Guest Lecture Series; Anna Maria Island Library Lecture Series; Indian Beach/Sapphire Shores Neighborhood Association; NCF Foundation Lecture Series; NCF Admissions; Pine View School; McClellan Park School; Renaissance Weekend 25th Anniversary; Anna Maria Library Teens Lecture Series; Mote Monday Night Lecture Series; G Wiz Museum of Science; Duke TIP Melodies of the Mind; Duke TIP Marine Research; Bates College Comparative Cognition; NCF Anniversary; Sarasota Newcomers' Club; Chabad Men's Club; multiple New College events (admissions, alumnae/i, celebrations) and more.

Professional Service

- Editorial Board Member: *Journal of Comparative Psychology*, 2023-present
- Co-editor, *Animal Cognition* Special Issue on Marine Mammal Cognition, 2022
- Co-organizer/Leader, Conference Workshop: Exploring Cognition as a Conservation Tool, Society for Marine Mammalogy, West Palm Beach, FL 2022
- IACUC Member: Lemur Conservation Foundation, Myakka City, FL, 2005-present
- DACWC Member: Disney's Animals, Science, and Environment, 2018-present
- IACUC Member: Clearwater Marine Aquarium, 2014-present
- Bishop Museum Animal Welfare Committee, Bradenton, FL, 2017-present
- Editorial Board Member: *Aquatic Mammals*, 2007-present.
- Society of Marine Mammalogy: Louis M Herman Scholarship Committee, 2019-present
- Reviewer, SUNY Purchase Psychology Program, 2022
- Reviewer, Hampshire College Cognitive Science Program, 2014
- Member, AZA Dolphin Welfare Initiative, 2014
- Advisory Board Member: Sea World's Blue World Initiative, 2014-2016
- CO3 (Student) Awards Committee, 2013-2017
- Society for Marine Mammalogy: Education Committee, 1994-2008; Conference Committee, 1994-1995
- International Marine Animal Trainers' Association: Education Committee (2007-2008)
- Florida State Science Fair Juror

Peter F. Cook, Ph.D.

September 2023

Depts. of Psychology, Biopsychology, Neuroscience

New College Florida

Sarasota, FL 34234

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EDUCATION

PhD in Psychology, University of California Santa Cruz	2013
Post-Baccalaureate in Psychology, Columbia University, NY	2007
Bachelor of Arts in Philosophy, Pomona College, Claremont CA	2003

PROFESSIONAL APPOINTMENTS

Associate Professor of Psychology, New College, Sarasota FL August 2016 – Present

Teaching a 2/2 course load covering introductory and advanced topics and laboratories in cognition, neuroscience, and comparative psychology, supervise ~5 senior research theses per year and ~8 interterm student research projects, manage a grant-funded research lab with paid undergraduate research assistants

Research Associate, Institute of Marine Sciences, UCSC 2020 – Present

Collaborate and consult on pinniped research into cognition and sensory systems and neurobiology

Post-Doctoral Research Fellow in Neuroscience, Emory University 2013 – 2016

Contributed to a series of behavioral fMRI studies with unrestrained awake dogs. Took a primary role in experimental design, behavioral training, image analysis, and writing up results for publication. Also lead a series of studies using novel post-mortem white matter imaging techniques to investigate brain networks in a range of animals (including cetaceans, pinnipeds, canids, and marsupials)

CURRENT EXTERNAL FUNDING

PI Human Frontier Science Program Grant: The Social Origins of Rhythm, \$1.4 million 2022 – 2025

I'm one of four PIs on this grant examining the proximal (neurobiological) and distal (evolutionary) underpinnings of social vocalization and rhythm across marine mammal clades. My primary areas are brain connectivity analyses and behavioral study design.

PUBLICATIONS (44 published peer reviewed, 1238 citations, h index = 18, i10 index = 23)

Most Notable

2021 Henry, M., Cook, P., de Reus, K., Nityananda, V., Rouse, A., & Kotz, S. An ecological approach to measuring synchronization abilities across the animal kingdom. *Philosophical Transactions of the Royal Society of London, Series B: Biological Sciences*. <https://doi.org/10.1098/rstb.2020.0336>

2021 Cook, P. F., Hoard, V. A., Dolui, S., Frederick, B. D., Redfern, R., Dennison, S. E., ... & Inglis, B. A. An MRI protocol for anatomical and functional evaluation of the California sea lion brain. *Journal of Neuroscience Methods*, 353, 109097.

2016 Cook, P., Spivak, M. & Berns, G. Awake Canine fMRI Predicts Dogs' Preference for Praise Versus Food. *Social Cognitive and Affective Neuroscience*, nsw102 (Altmetric impact score: **1416**, 99th percentile compared to outputs of the same age, third highest ranking from this journal)

2016 Ravnani A. & Cook, P.F. The Evolutionary Biology of Dance, Without Frills. *Current Biology*, 26, R878-R879.

2015 Cook, P., Reichmuth, C., Rouse, A., Libby, L., Dennison, S., Carmichael, O., Kruse-Elliott, K., Bloom, J., Singh, B., Fravel, V., Barbosa, L., Stuppino, J., Van Bonn, W., Gulland, F., & Ranganath, C. Spatial Memory Deficits and Disrupted Hippocampal Connectivity in Wild California Sea Lions Naturally Exposed to Domoic Acid. *Science*, 350, 1545-1547. (Altmetric impact score: **355**, 99th percentile compared to outputs of the same age)

2015 Berns, G., Cook, P., Foxley, S., Jbabdi, S., Miller, K. & Marino, L. Diffusion tensor imaging of dolphin brains reveals direct auditory pathway to temporal lobe. *Proceedings of the Royal Society Biology B*, 282. (Altmetric impact score: **91**, 98th percentile compared to outputs of the same age)

2013 Cook, P., Rouse, A., Wilson, M., & Reichmuth, R. A California Sea Lion (*Zalophus Californianus*) Can Keep the Beat: Motor Entrainment to Rhythmic Stimuli in a Non Vocal Mimic, *Journal of Comparative Cognition*, 127, 412–427. (**286 citations**)

All Published or in Press– Peer-Reviewed

2023 Krucik, D., Cook, P., Cathey, M., Meegan, J., Gomez, F., Van Bonn, W. & Le-Bert, C. Adult-onset epilepsy and hippocampal pathology in a California sea lion (*Zalophus californianus*): A case study of suspected in utero exposure to domoic acid. *NeuroToxicology*, In Press.

2023 Cook, P., Huggenberger, S. & Cozzi, B. Whale Neurophysiology, Chapter in *Cetacean Physiology*, Fahlman A. & Hooker S. Eds. In Press.

2023 Jones, R., Cook, P.F., Reichmuth, C. Ronan and the Legacy of Schusterman's Sea Lions. *The Journal of the Acoustical Society of America* 153 A310

2022 Cook, P.F. & Berns, G. Volumetric and connectivity assessment of the caudate nucleus in California sea lions and coyotes. *Animal Cognition*, 25, 1231-1240.

2021 Henry, M., Cook, P., de Reus, K., Nityananda, V., Rouse, A., & Kotz, S. An ecological approach to measuring synchronization abilities across the animal kingdom. *Philosophical Transactions of the Royal Society of London, Series B: Biological Sciences*. <https://doi.org/10.1098/rstb.2020.0336>

2021 Cook, P. F., Hoard, V. A., Dolui, S., Frederick, B. D., Redfern, R., Dennison, S. E., ... & Inglis, B. A. An MRI protocol for anatomical and functional evaluation of the California sea lion brain. *Journal of Neuroscience Methods*, 353, 109097.

2021 Cook, P., Reichmuth, C., & Hanke, F. D. The Mind of a Sea Lion. In *Ethology and Behavioral Ecology of Otariids and the Odobenid* (pp. 323-345). Springer, Cham.

2021 Hanke, F. D., Reichmuth, C., & Cook, P. The Sensory World of Otariids. In *Ethology and Behavioral Ecology of Otariids and the Odobenid* (pp. 305-321). Springer, Cham.

2020 Bauer, G. B., Cook, P. F., & Harley, H. E. The Relevance of Ecological Transitions to Intelligence in Marine Mammals. *Frontiers in Psychology*, 11.

2020 Delon, N., Cook, P., Bauer, G., & Harley, H. Consider the agent in the arthropod. *Animal Sentience*, 5(29), 32.

2019 Simeone, C., Fauquier, D., Skidmore, J., Cook, P., Colegrove, K., Gulland, F., ... & Rowles, T. K. Clinical signs and mortality of non-released stranded California sea lions housed in display facilities: the suspected role of prior exposure to algal toxins. *The Veterinary Record*, 185(10), 304.

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- 2018 Cook, P. & Berns, G. (2018). The Degeneracy of Behavior and the Rise of Neuroimaging to Measure Affective States in Dogs. *Animal Sentience: An Interdisciplinary Journal on Animal Feeling*, *Animal Sentience* 3(22),3.
- 2018 Prichard, A., Cook, P. F., Spivak, M., Chhibber, R., & Berns, G. (2017). Awake fMRI Reveals Mechanisms of Language Comprehension in Dogs. *Frontiers in Neuroscience*, <https://doi.org/10.3389/fnins.2018.00737>
- 2018 Cook, P., Prichard, A., Spivak, M., & Berns, G. S. (2018). Jealousy in dogs? Evidence from brain imaging. *Animal Sentience: An Interdisciplinary Journal on Animal Feeling*, *3*(22), 1.
- 2018 De Maio, L. M., Cook, P. F., Reichmuth, C., & Gulland, F. M. (2018). The Evaluation of Olfaction in Stranded California Sea Lions (*Zalophus californianus*) and Its Relevance to Domoic Acid Toxicosis. *Aquatic Mammals*, *44*(3), 231-238.
- 2017 Cook, P. F. (2017). Studying dog emotion beyond expression and without concern for feeling. *Animal Sentience: An Interdisciplinary Journal on Animal Feeling*, *2*(14), 15.
- 2017 Cook, P. F., Berns, G. S., Colegrove, K., Johnson, S., & Gulland, F. (2018). Postmortem DTI reveals altered hippocampal connectivity in wild sea lions diagnosed with chronic toxicosis from algal exposure. *Journal of Comparative Neurology*, *526*(2), 216-228.
- 2016 Ravnani A. & Cook, P.F. The Evolutionary Biology of Dance, Without Frills. *Current Biology*, *26*, R878-R879.
- 2016 Cook, P. F., Reichmuth, C., Rouse, A., Dennison, S., Van Bonn, B., & Gulland, F. Natural exposure to domoic acid causes behavioral perseveration in Wild Sea lions: Neural underpinnings and diagnostic application. *Neurotoxicology and Teratology*, *57*, 95-105.
- 2016 Rouse, A. A., Cook, P. F., Large, E. W., & Reichmuth, C. Beat Keeping in a Sea Lion As Coupled Oscillation: Implications for Comparative Understanding of Human Rhythm. *Frontiers in Neuroscience*, *10*, 257.
- 2016 Cook, P., Spivak, M. & Berns, G. Awake Canine fMRI Predicts Dogs' Preference for Praise Versus Food. *Social Cognitive and Affective Neuroscience*, nsw102 (Altmetric impact score: **1128**, 99th percentile compared to outputs of the same age)
- 2016 Berns, G., & Cook, P.F. Why did the dog walk into the MRI? *Current Directions in Psychological Science*, *25*, 363-369.
- 2016 Cook, P.F., Spivak, M., & Berns, G. Neurobehavioral Evidence for Individual Differences in Canine Cognitive Control: An Awake fMRI Study. *Animal Cognition*, online ahead of print. doi:10.1007/s10071-016-0983-4
- 2016 Wilson, M. & Cook, P. Rhythmic Entrainment: Why Humans Want To, Fireflies Can't Help It, Pet Birds Try, and Sea Lions Have to be Bribed. *Psychonomic Bulletin & Review*, online ahead of print
- 2016 Cook, P., Brooks, A., Spivak, M. & Berns, G. Regional Brain Activity in Awake Unrestrained Dogs. *Journal of Veterinary Behavior*, *16*, 104-112.
- 2015 Cook, P., Reichmuth, C., Rouse, A., Libby, L., Dennison, S., Carmichael, O., Kruse-Elliott, K., Bloom, J., Singh, B., Fravel, V., Barbosa, L., Stuppino, J., Van Bonn, W., Gulland, F., & Ranganath, C. Spatial Memory Deficits and Disrupted Hippocampal Connectivity in Wild California Sea Lions Naturally Exposed to Domoic Acid. *Science*, *350*, 1545-1547.
- 2015 Berns, G., Cook, P., Foxley, S., Jbabdi, S., Miller, K. & Marino, L. Diffusion tensor imaging of dolphin brains reveals direct auditory pathway to temporal lobe. *Proceedings of the Royal Society Biology B*, *282*. (Altmetric impact score: **86**, 98th percentile compared to outputs of the same age)

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- 2015 Dilks, D., Cook, P., Weiller, S., Berns, H., Spivak, M & Berns, G. A specialized region in dog temporal cortex for face processing. *PeerJ* 3: e1115 <https://dx.doi.org/10.7717/peerj.1115>. (Altmetric impact score: **151**, 99th percentile compared to outputs of the same age)
- 2014 Cook, P., Spivak M. & Berns, G. One Pair of Hands is Not Like Another: Caudate BOLD response in dogs depends on signal source and canine temperament. *PeerJ* 2: e596 <https://dx.doi.org/10.7717/peerj.596> (Altmetric impact score: **18**, 92nd percentile compared to outputs of same age)
- 2013 Cook, P., Rouse, A., Wilson, M., & Reichmuth, R. A California Sea Lion (*Zalophus Californianus*) Can Keep the Beat: Motor Entrainment to Rhythmic Stimuli in a Non Vocal Mimic, *Journal of Comparative Cognition*, 127, 412–427.
- 2013 Van Bonn, W., Dennison, S., Cook, P., Fahlman, A. Gas Bubble Disease in the Brain of a Living California sea lion (*Zalophus californianus*), *Frontiers in Physiology*, 4, 1-6.
- 2011 Van Bonn, W., Montie, E., Dennison, S., Pussini, N., Cook, P., Greig, D., Barakos, J., Colgrove, K., and Gulland, F. Evidence of Injury Caused by Gas Bubbles in a Live Marine Mammal: Barotrauma in a California Sea Lion (*Zalophus californianus*), *Diseases of Aquatic Organism*, 96, 89–96.
- 2011 Cook, P., Reichmuth, C., and Gulland, F. Rapid behavioural diagnosis of domoic acid toxicosis in California sea lions. *Biology Letters*, 7, 536–538.
- 2010 Cook, P. & Wilson, M. Do young chimpanzees have extraordinary working memory? *Psychonomic Bulletin and Review*, 4, 599-600.

Published – Other

- 2013 Cook, P. Ronan Fights Back. Column for *Scientific American's The Thoughtful Animal* <http://blogs.scientificamerican.com/thoughtful-animal/2013/04/18/ronan-fights-back-scrappy-sea-lion-might-reclaim-the-title-of-first-non-human-dancer/>
- 2011 Cook, P., Bernard, A., Reichmuth, C. Which way did I go? Remote training of a spatial memory task to assess the effects of domoic acid exposure in stranded California sea lions (*Zalophus californianus*). *Soundings*.
- 2010 Cook, P. & Wilson, M. In Practice, Chimp Memory Study Flawed. Letter in *Science*. June, 1228.

In Preparation/submitted (*student co-author)

- Cook, P.F., Gray, P., Pena-Guzman, D.M., & Willet, C. The S.P.A.C.E. Model of Laboratory Science: Animals as Co-Participants in the Research Process (in revision)
- Athanassiades, K., Prichard, A., Cook, P.F & Berns, G. An MRI and DTI Brain Atlas for the Coyote (*Canis latrans*) with Comparison to the Dog (submitted)
- Michal, I.*, Inglis, B., Schmidt, T., Cook, P.F. Longitudinal Volumetric Comparison of Hippocampal Volume in a Captive Fur Seal With Long-Term Domoic Acid Toxicosis (Submitted)
- Flem, S.*, Inglis, B., Deacon, T., Tyack, P., Berns, G., & Cook, P. Laterality of ascending and descending auditory tracts in toothed and baleen whales assessed by post-mortem diffusion imaging (in preparation)
- Bauer, G., Harley, H. & Cook, P.F. Cognition and Conservation in Marine Mammals (in preparation)
- Cook, P.F., Foltz, A., Hinton, C.* Behavioral flexibility in the American river otter (in preparation)
- Cook, P.F., Sawyer, E., Rouse, A., Casey, C., Reichmuth, C., & Berns, G. Brain Organization of Vocal Learning and Non-Learning Pinnipeds (In preparation)

Ferguson, Q.* and Cook, P. Diffusion Tensor Mapping of Oxytocinergic Projections from the Hypothalamus in Domestic Dogs and Coyotes (In preparation)

EDITORSHIP

Just offered editorial position at Frontiers of in Behavioral Neuroscience

Co-editor of a special issue for peer reviewed journal *Animals*: Novel approaches to Comparative Study of Human and Animal Emotions, to be published 2023

Handling Editor for Frontiers of Biology

GRANTS AND FELLOWSHIPS

PI Human Frontier Science Program Grant: The Social Origins of Rhythm, **\$1.4 million** 2022 - 2025

New College Florida Faculty Summer Development Award 2016 - 2019

Post-doctoral Research Fellowship, Emory University 2013 - 2016

Funded by Office of Naval Research

Co-investigator, Packard Ocean Sciences grant, \$18,000, UCSC 2011 - 2012

Co-investigator, Packard Ocean Sciences grant, \$20,000, UCSC 2010 - 2011

National Science Foundation Graduate Research Fellow, \$120,000, UCSC 2008 - 2011

External Collaborator, Oceans and Human Health Program 2008 - Present

Funded by National Oceanic and Atmospheric Association

GRANT APPLICATIONS 2016-2021

University of California Multicampus Research Funding Opportunities proposal: Domoic acid poisoning and epilepsy in California sea lions

NMFS ECOHAB proposal for developmental work with juvenile sea lions naturally exposed to algal toxin domoic acid *in utero*

Templeton Foundation proposal for work examining the evolutionary trail of beat keeping with primates and cetaceans

NSF proposal for rhythm research with bonobos

Australian Research Council proposal to study effects of algal toxins on wild cetaceans

HONORS AND AWARDS

Green Neuroscience Award – Society for Neuroscience 2017

Dean's award for best presentation – UCSC Graduate Research Symposium 2012

UCSC summer dissertation writing fellowship 2012

UCSC summer research fellowship in Psychology 2011

Earl and Ethel Myers Oceanographic Trust Award 2009

Friends of Long Marine Lab, Student Research Grant 2008

INVITED PRESENTATIONS

- 2023 Jones, R.; Cook P.F.; Reichmuth, C.R. Ronan and the Legacy of Schusterman's California Sea Lions. Annual Meeting of the American Acoustical Society, Chicago, IL, May 2023
- 2023 Cook, P.F. Auditory Connectivity in Phocid Brains – Presentation for MURI Grant Symposium
- 2021 Cook, P.F. Unrestrained Brain Imaging in Domestic Dogs –Presentation for Dr. Frederike Hanke's Integrative Biology Lab, University of Rostock
- 2019 Cook, P.F. Vocal Learning Circuits in Pinnipeds and Their Relevance to Understanding Rhythmic Behavior in Non-Human Animals. Neurons to Ecology, The Lorentz Center, Leiden, Netherlands, July 2019
- 2018 Alternative Models for Comparative Neuroscience Research – Whitman College, Walla Walla WA, November 2018
- 2017 Cook, P.F. Wild Sea Lions as a Model for Human Disease. At AQMHD at University of Alabama at Birmingham.
- 2016 Cook, P.F., Rouse, A., Berns, G., Large, E. & Reichmuth, C. Human-Like Entrainment in a Vocal Non-Learner. At ICMPC in San Francisco, July
- 2015 Cook, P., Brooks, A., Spivak, M. & Berns, G. Regional Brain Activity in Awake Unrestrained Dogs. Canine Behaviour and Genetics Meeting, London, June
- 2014 Cook, P. Sea Lions Can Keep the Beat: Auditory Motor Entrainment in a Vocally Inflexible Species. In: Rhythmic Entrainment in Non-Human Animals: An Evolutionary Trail of Time Perception, AAAS Annual Meeting, Chicago, February
- 2013 Cook, P. Memory and Functional Connectivity in Wild Sea Lions with Naturally Occurring Hippocampal Damage, Emory University
- 2011 Cook, P., Reichmuth, C., and Gulland, F. A Behavioral Assay for Diagnosing Domoic Acid Toxicosis in Stranded California Sea Lions, International Symposium on Advanced Studies by Young Scientists on Environmental Pollution and Ecotoxicology, Ehime, Japan, August
- 2011 Cook, P., Reichmuth, C., and Gulland, F. Auditory Habituation as a Diagnostic Measure of Domoic Acid Toxicosis in Wild Sea Lions, 161st Meeting of the Acoustical Society of America, Seattle, Washington, May
- 2011 Blascow, M. & Cook, P. Domoic acid toxicosis: Observations on treatment and learning and implications for training. International Marine Animal Training Association (IMATA) Southwest Regional Conference, Vallejo, California, May

OTHER CONFERENCE PRESENTATIONS

- 2022 Harley, H., Bauer, G & Cook, P. Cognition as a Tool in Marine Mammal Conservation. Workshop Leads, Society for Marine Mammalogy, West Palm Beach, FL

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- 2016 Cook, P. et al. The neurobehavioral effects of naturally occurring domoic acid toxicosis in wild California sea lions. Oral presentation at the 23rd Annual Comparative Cognition Conference, Melbourne, FL, April
- 2016 Pritchard, A., Cook, P., Spivak, M. & Berns, G. You or the Food? Canine Preferences and Violation of Expected Outcomes. Poster presentation at the 23rd Annual Comparative Cognition Conference, Melbourne, FL, April
- 2016 Rouse, A., Cook, P., Reichmuth, C. & Large, E. Beat Keeping in Sea Lion as Coupled Oscillation: Implications for Comparative Understanding of Human Rhythm. Workshop presentation at Evolang, New Orleans, LA
- 2015 Cook, P., et al. The neurobehavioral effects of naturally occurring domoic acid toxicosis in wild California sea lions. Oral presentation at the 21st Biennial Conference on Marine Mammals, San Francisco, CA, December
- 2015 Cook, P., et al. Diffusion tensor imaging of dolphin brains reveals direct auditory pathway to temporal lobe. Oral presentation by co-author at the 21st Biennial Conference on Marine Mammals, San Francisco, CA, December
- 2015 Dilks, D., Cook, P., Willer, S., Berns, H., Spivak, M. & Berns, G. Awake fMRI reveals a specialized region in dog temporal cortex for face processing. Poster presentation by co-author at Society for Neuroscience's 45th Annual Meeting, Chicago, IL, October
- 2014 Cook, P., Rouse, A., Libby, L., Reichmuth, C., Ranganath, C. & Gulland, F. Disrupted Hippocampal Connectivity in Wild Sea Lions Exposed to an Algal Neurotoxin. Poster presentation at the 4th Biennial Conference on Resting State/Brain Connectivity, MIT, Cambridge, MA, September
- 2014 Cook, P., Spivak, M. & Berns, G. Functional Connectivity of the Canine Caudate During Reward Prediction. Poster presentation at the 4th Biennial Conference on Resting State/Brain Connectivity, MIT, Cambridge, MA, September
- 2013 Cook, P., Rouse, A., Wilson, M., and Reichmuth, C. Sea Lions Can Keep the Beat: Rhythmic Entrainment in a Vocally Inflexible Species. Oral presentation by co-author at the 20th Biennial Meeting of the Society for Marine Mammalogy, Dunedin, New Zealand, December
- 2013 Cook, P., Reichmuth, C., and Gulland, F. Delayed alternation in wild California sea lions with naturally occurring hippocampal damage. Poster presentation at the 20th Annual Meeting of the Cognitive Neuroscience Society, San Francisco, CA, April
- 2012 Cook, P., Rouse, A., Wilson, M., and Reichmuth, C. Sea Lions Can Keep the Beat: Rhythmic Entrainment in a Vocally Inflexible Species. Poster presentation at the Psychonomic Society 53rd Annual Meeting, Minneapolis, Minnesota, November
- 2012 Cook, P., Reichmuth, C., and Gulland, F. Delayed alternation in wild California sea lions with naturally occurring hippocampal damage. Oral presentation at the 9th Bay Area Memory Meeting, UC Davis, April
- 2012 Cook, P., Rouse, A., Wilson, M., and Reichmuth, C. Rhythmic entrainment in a California sea lion (*Zalophus californianus*). Oral presentation by co-author at the 19th Annual International Conference on Comparative Cognition, Melbourne Beach, Florida, March
- 2010 Cook, P. and Reichmuth C. Delayed alternation by California sea lions with naturally occurring hippocampal damage. Oral presentation at the 17th Annual International Conference On Comparative Cognition, Melbourne Beach, Florida, March
- 2009 Cook, P. & Wilson, M. Do Young Chimpanzees have extraordinary working memory? Poster presentation at the Psychonomic Society 50th Annual Meeting, Boston, Massachusetts, November

2009 Cook, P., Bernard, A., Reichmuth, C. Which way did I go? Remote training of a spatial memory task to assess the effects of domoic acid toxicosis in stranded California sea lions (*Zalophus californianus*). Oral presentation by co-author at the 37th Annual Conference of the International Marine Animal Trainers Association (IMATA), Atlanta, Georgia, April. Received: Editor's Choice Award and ATAC Award.

2009 Cook, P., Reichmuth, C., and Schusterman, R.J. Habituation of an orienting response to auditory stimuli in California sea lions (*Zalophus californianus*) exhibiting symptoms of domoic acid toxicosis. Poster presentation at the 18th Biennial Conference on the Biology of Marine Mammals, Quebec City, Canada, October

2009 Cook, P. Novel Brain and Behavior Research in Wild Sea Lions With Naturally Occurring Brain Damage, Oral presentation at the Bay Area Memory Meeting, San Francisco, California, August

2009 Cook, P. & Wilson, M. Do Young Chimpanzees have extraordinary working memory? Poster presentation at the Bay Area Memory Meeting, San Francisco, California, August

CAMPUS OR DEPARTMENTAL TALKS

2023 Neural Connectivity in Dolphins – Research talk for NCF interdisciplinary course in museum sciences

2021 Training Wild Animals – Research talk for NCF Goldfish Lab

2017 Studying Behavioral Flexibility in Non-Human Animals – Research talk for NCF Psychology Club

2017 Embodied Cognition in Action – Dance for Parkinson's Symposium at New College

2016 Cook, P.F. Et al. A Natural Model for Studying Domoic Acid, Ecotoxicology Seminar, April

2015 Cook, P. Alternative Models for Cognitive Neuroscience, Emory University Post-Doctoral Symposium, March

2014 Cook, P., Dilks, D., Weiller, S., Berns, H., Spivak, M & Berns, G. Analog to Primate Face Patches in the Domestic Dog, Emory University Cognitive and Development Speaker Series, October

2013 Cook, P., Rouse, A., Wilson, M., and Reichmuth, C. Sea Lions Can Keep the Beat: Auditory Motor Entrainment in a Vocally Inflexible Species, UCSC's Cognitive area Psychology Colloquium, March

2013 Cook, P., Reichmuth, C., and Gulland, F. Delayed alternation in wild California sea lions with naturally occurring hippocampal damage. EEB Graduate Symposium, University of California Santa Cruz, April

2012 Cook, P., Rouse, A., Wilson, M., and Reichmuth, C. Rhythmic entrainment in a California sea lion (*Zalophus californianus*). 2012 UCSC Graduate Research Symposium Received: Dean's Award for best presentation

2011 Cook, P. Functional dissociations in the medial temporal lobe: Historical perspective and a novel, naturalistic lesion model. UCSC's Cognitive area Psychology Colloquium, March

COMMUNITY TALKS

2017 Cook, P.F. Decision Making and the Brain. Talk for Flagship Living of Sarasota.

2014 Cook, P. Sea lions keep the beat. Oral presentation at Nerd Nite Atlanta, GA, March

2011 Cook, P. The cognitive effects of domoic acid toxicosis in California sea lions. The Marine Mammal Center's "Meet the Scientist" monthly series, Sausalito, California, April

COURSES TAUGHT AT NEW COLLEGE OF FLORIDA

Advanced Topics in Cognitive Neuroscience
Cognitive Neuroscience
Biological Psychology
Introductory Psychology – Perception and Action
Introductory Psychology – The Embodied Mind
Brain Anatomy Laboratory
Brain Connectivity Laboratory
Curiosity in Humans and Other Animals
Rhythm in Brain and Behavior
Ecologically Valid Study Design in Psychological Science
Dance, Brain and Parkinson's
Psychology Senior Seminar

STUDENT TUTORIALS SUPERVISED

Deception
Neuroscience and Meditation
Neuroeconomics
Language in the Brain
Movement
Advanced Topics in Cognitive Neuroscience

PRIOR TEACHING EXPERIENCE

Instructor, UCSC

Cognitive Neuroscience Summer 2013
Designed and sole-taught new course for Psychology Department.

Teaching Assistant, UCSC

Infant Development, guest lecture Winter 2013
Developmental Psychopathology, 2 weekly sole-taught sections Fall 2012
Cognitive Psychology, 2 weekly sole-taught sections Spring 2012
Psychology Statistics, 2 weekly sole-taught sections Winter 2012
Perception, guest lecture Winter 2011

Perception, 2 weekly sole-taught sections Winter 2008
Personality Psychology, 2 weekly sole-taught sections Fall 2007

Guest Lectures, UCSC

Studying memory in human infants Winter 2013
Memory in non-human animals Fall 2012
Perception in non-human animals Winter 2011

Instructor, youth program “Girlstart,” Austin, TX Summer 2010
Used online tools to teach elementary-age girls about science, using hands on demonstrations with sea lions

Instructor, youth program “Ocean Explorers,” Seymour Marine Discovery Center Summer 2008
Led hands-on science programs for children ages 7-14, focused on education and participation in marine mammal research

Mentoring, Pinniped Cognition and Sensory Systems Lab 2007 to 2013
Helped supervise the participation of 15+ undergraduate students per year (over 50 in total) at the Pinniped Cognition and Sensory Systems Laboratory at UCSC’s Long Marine Lab. Students engage in laboratory and field research, working 15+ hours per week for at least one year. All students complete an intensive academic and applied training program and many complete independent research projects or senior theses in the laboratory. Mentored 1–2 interns per year who worked closely with me on my dissertation research.

Dissertation Advisor 2010
Helped oversee Masters dissertation at St. Andrews University in Scotland: The evaluation of olfaction in stranded California sea lions (*Zalophus californianus*) exposed to domoic acid toxicity, completed 2010

UNIVERSITY SERVICE

Member, Student Academic Status Committee, NCF Spring 2023-Present
Board Member, New College Child Care Center Fall 2023
Steering Committee, Chart Your Course (GenEd Requirements), NCF Fall 2021
Steering Committee, Environmental Studies, New College of Florida 2020-Present
Steering Committee, Neuroscience Area of Concentration, New College of Florida 2018-Present
Search Committee Member, New College of Florida 2017
Two searches, both successful: Human Neuroscience and Human Computer Interaction
Seymour Marine Discovery Center at University of California Santa Cruz 2007 - 2013
Regular demonstrations on pinniped behavior, biology, and ongoing research

UNIVERSITY TRAINING

New College CITI training in research ethics, Emory University Training Course on Animal Care and Use, UCSC Training Course on Animal Care and Use, UCSC Research Ethics Training Course

PRIOR RESEARCH POSITIONS

Graduate Student Researcher 2007 - 2013

Pinniped Cognition Lab, Institute of Marine Sciences, UCSC

Visual and Embodied Cognition Laboratory, UCSC

Research Assistant 2005 - 2006

Primate Cognition Laboratory, Columbia University, NYC

Walrus Communication Laboratory, Hunter College and Coney Island Aquarium, NYC

AD-HOC REVIEWING

Current Biology, Nature Communications, Journal of Comparative Psychology, Neuropsychologia, Behavioural Processes, Zoo Biology, PeerJ, International Journal of Comparative Psychology, Music Perception, Journal of Brain and Behavior, Journal of Comparative Neuroscience,

MEDIA COVERAGE

Video, Beat Keeping in a California Sea Lion, viewed over one million times -

https://www.youtube.com/watch?v=6yS6qU_w3JQ

Interview, with Scott Simon on NPR's Weekend Edition, Sea Lion Keeps the Beat in Pursuit of Science, April 6, 2013 - <http://www.npr.org/2013/04/06/176419135/sea-lion-keeps-the-beat-in-pursuit-of-science>

Interview, with Susanne Malveaux on CNN's Newsroom, regarding rhythm work, April 3, 2013

Interview, with Amy Standen on KQED – NPR San Francisco, regarding rhythm work, April 2, 2013

Interview, with Carol Off on CBC's As It Happens, regarding rhythm work, April 5, 2013

Interview, with Kiet Do on CBS San Francisco, regarding rhythm work, April 2, 2013

Coverage, regarding sea lion rhythm work: ABC, NBC, CBS, BBC, Daily Mail, San Francisco Chronicle, Wired, Slate, The Verge, Google News

Work with wild sea lions featured on NPR's Science Friday -

<http://www.sciencefriday.com/segments/stranded-sea-lions-warming-lakes-and-floating-schools/>

Interview with Beth Ruyak on Capital Public Radio, NPR Sacramento, regarding work with wild sea lions - <http://www.capradio.org/61898>

Featured, in Liz Cunningham's book *Ocean Country* for my work with wild sea lions

Coverage, regarding work with wild sea lions: Science and Nature news, National Geographic, Washington Post, San Francisco Chronicle, Newsweek, The Guardian, Daily Mail, Discover Magazine,

Coverage, regarding dog imaging work: 60 Minutes with Anderson Cooper, The New York Times, Time, Rolling Stone, Wired

NON-ACADEMIC WORK

Senior Editor, Psychiatry Weekly, NYC

2006 - 2007

Responsible for writing and editing content for weekly Psychiatry publication distributed to over 600 hospitals nation-wide

PROFESSIONAL ASSOCIATIONS

Cognitive Neuroscience Society, Comparative Cognition Society, Acoustical Society of America, Psychonomic Society, Society for Marine Mammology

REFERENCES

Gregory Berns, MD, PhD
Professor, Psychology, Emory University
36 Eagle Row
Atlanta, GA 30322
gberns@emory.edu - 404-561-8551

Charan Ranganath, PhD
Professor, Psychology, University of California Davis
1 Shields Avenue
Davis, CA 95616
cranganath@ucdavis.edu - 530-220-3269

Colleen Reichmuth, PhD
Research Scientist, University of California Santa Cruz
Long Marine Laboratory
100 Shaffer Rd.
Santa Cruz, CA 95060
coll@ucsc.edu - 831-419-3017

Gordon Bauer
Professor Emeritus of Psychology
New College of Florida
Sarasota, FL 34234
bauer@ncf.edu

ATHENA RYCYK

New College of Florida, 5800 Bay Shore Rd., Sarasota, FL 34243 · arycyk@ncf.edu

EDUCATION

- 2013 **Ph. D. in Biological Oceanography** (Florida State University, advisor Doug Nowacek)
Dissertation Foci: 1) Modeling factors that affect manatee reactions to boats 2) Acoustic cues in boat noise that affect a manatee's response to boats 3) Comparison to manatees with less exposure to boats (Belize)
- 2007 **M.S. in Biological Oceanography** (Florida State University, advisor Doug Nowacek)
Thesis Foci: 1) Vocal behavior of two bottlenose dolphin (*Tursiops truncatus*) communities in the Big Bend region of Florida 2) Soundscapes in the Big Bend region of Florida: dolphin, fish, and anthropogenic sounds
- 2004 **B. A. in Biological Psychology** (New College of Florida)
Thesis: Manatee Psychophysical Testing: Are results biased by sequence learning?

FACULTY APPOINTMENTS

- 2023–current **New College of Florida** (Associate Professor of Biology and Marine Science)
- 2023–current **New College of Florida** (Director of the Quality Enhancement Program that uses First Year Seminars to support student success)
- 2018–2023 **New College of Florida** (Assistant Professor of Biology and Marine Science)
- 2014–2018 **Eckerd College** (Adjunct, CPT, Visiting Assistant Professor of Marine Science)
- 2016–2017 **University of Southern Mississippi** (Visiting Associate Graduate Faculty)
- 2015–2016 **New College of Florida** (Adjunct Assistant Professor)

RESEARCH APPOINTMENTS

- 2017–current **Mote Marine Laboratory** (Adjunct Scientist)

COURSES TAUGHT (FALL/SPRING)

- 2015–current **New College of Florida**
- Analysis of Florida Manatee Mortality Events
 - Animal Behavior Lecture x 2
 - Animal Behavior Laboratory x 2
 - First Year Seminar: The Inquisitive Scientist
 - Foundations of Biology I
 - General Biology
 - Introduction to Environmental Studies
 - Marine Ecology Laboratory x 2
 - Marine Mammal Behavior
 - Marine Mammal Biology x 2
 - Research Methods in Biology x 2
- 2014–2018 **Eckerd College**
- Biological Oceanography Lecture x 7
 - Biological Oceanography Laboratory x 13

Introduction to Environmental Science x 3
Marine Ecology Senior Seminar
Marine Mammal Science x 2
Principles of Ecology

2012–2013 **Florida State University**
Environmental Science Capstone
Environmental Science and Policy Capstone

COURSES TAUGHT (WINTER TERM)

2019 **New College of Florida: Acoustical Ecology of Sarasota Bay**
Students learned about acoustics and soniferous species in Sarasota Bay, created a sound identification guide, an auditing protocol, and audited recordings from Sarasota Bay. Field trips included Loggerhead Instruments (developer of acoustic recorders), Weeki Wachee to kayak with and observe manatees, and the Manatee Viewing Center at the Big Bend Power Station in Apollo to observe manatees at a warm-water site.

2018 **Eckerd College: Natural History of the Galapagos Islands and Ecuador**
This course included three weeks in Ecuador, exploring a cloud forest, rainforest, tundra, and the Galapagos. It was a rigorous expedition across many ecosystems that provided students with the opportunity to study and contrast the unique biodiversity in these environments.

2016–2017 **University of Southern Mississippi: Sirenian Biology x 2** (Gulf Coast Research Laboratory)
These courses attracted students from around the country and included trips across Florida to study manatees in the wild and participate in a manatee necropsy.

TUTORIALS TAUGHT (examples)

Alligator Behavior Manuscript Revisions, Dolphin Acoustic Analysis, Advanced analyses of manatee body condition, African Manatee Vocalizations, Scientific Writing on Comparative Alligator Social Behaviors, Introduction to MATLAB with a focus in marine bioacoustics, Otter Behavior and Biology, Sirenian Vocal Behavior with Art, and Sarasota Bay Soundscapes

INDEPENDENT STUDY PROJECTS SUPERVISED (examples)

Bird Surveys of Crystal River, Behavior of Captive and Wild Antillean Manatees, Observing Social Interactions Within Captive and Wild Alligator Congregations, Bioacoustic Analysis in R, Carefree Learner, Experimental Methods in Otter Vocal Behavior, Genotyping Lemon Shark DNA, A Game of Situational Awareness of Manatees and Boats, Development of a Classification of Spatial Overlap in Algae and Vibrissa in Manatees, and Acoustic Ecology of Sarasota Bay

FUNDED PROPOSALS

2021 **Rycyk, Athena**, \$14,985, Sarasota Bay Dolphin Acoustics, Financial support for interns in summer 2021 from the Environmental Discovery Award Program (Cross College Alliance)

- 2020 **Rycyk, Athena**, \$8,500, Acoustic analysis of aquatic, sound-producing organisms, Financial support for interns in summer 2020 from the Environmental Discovery Award Program (Cross College Alliance)
- 2018 **Rycyk, Athena** and Leininger, Elizabeth, \$3,900, Acoustic analysis software for undergraduate students, Women's Giving Circle
- 2015 Co-Investigator (Bauer, Gordon (PI), **Rycyk, Athena**, and Cardwell, Adrienne), \$32,300, Underwater Behavioral Audiograms of Sea Turtles: Green (*Chelonia mydas*) and Kemp's Ridley (*Lepidochelys kempii*) Turtles, Clearwater Marine Aquarium

PUBLICATIONS

Undergraduate student authors are underlined

Graduate student authors are underlined and have an *

- 2023 *Factheu, C., **Rycyk A.**, Sévilor, K., Keith-Diagne, L., Ramos, E. A., Kikuchi, M., and Takoukam Kamla, A. *Acoustic methods improve the detection of the endangered African manatee*, *Frontiers in Marine Science*, 9:1032464, <https://doi.org/10.3389/fmars.2022.1032464>
- 2022 **Rycyk, Athena**, Bolaji, Dunsin, *Factheu, Clinton, and Takoukam, Aristide *Using transfer learning with a convolutional neural network to detect African Manatee (*Trichechus senegalensis*) vocalizations*, *JASA Express Letters*, 2(12), 121201, <https://doi.org/10.1121/10.0016543>
Editor's pick and featured on the cover
- 2022 *Longden, E. G., Gillespie, D., Mann, D. A., McHugh, K. A., **Rycyk, A. M.**, Wells, R. S., & Tyack, P. L. *Comparison of the marine soundscape before and during the COVID-19 pandemic in dolphin habitat in Sarasota Bay, FL*, *J. Acoust. Soc. Am.*, 152, 3170–3185, <https://doi.org/10.1121/10.0015366>
- 2022 **Rycyk, Athena M.**, Berchem, Cora, and Marques, Tiago A. (2022) *Estimating Florida manatee (*Trichechus manatus latirostris*) abundance using passive acoustic methods*, *JASA Express Letters*, 2(5), 051202, <https://doi.org/10.1121/10.0010495>
- 2022 **Rycyk, A. M.**, Bauer, G. B., Wells, R. S., Gaspard III, J. C., & Mann, D. A. (2022) *The influence of variations in background noise on Florida manatee (*Trichechus manatus latirostris*) detection of boat noise and vocalizations*, *PLoS ONE*, 17(5), e0268513, <https://doi.org/10.1371/journal.pone.0268513>
- 2022 Walsh, Zane C., Olson, Hannah, Clendening, Miranda, and **Rycyk, Athena M.** (2022) *Social Behavior Deficiencies in Captive American Alligators (*Alligator mississippiensis*)*, *Journal of Zoological and Botanical Gardens (Featured Paper)*, 3, 131–146, <https://doi.org/10.3390/jzbg3010011>, [special issue: Fundamental Knowledge on Forgotten Species: An Exploration of Data from Rarely Studied Captive Animals]
- 2021 **Rycyk, Athena**, Factheu, Clinton, Angel Ramos, Eric, Brady, Beth, Kikuchi, Mumi, Nations, Hannah, Kapfer, Karianne, Hampton, Cecilia, Garcia, Emily, and Kalma Takoukam, Aristide. *First characterization of vocalizations and passive acoustic monitoring of the vulnerable African manatee (*Trichechus senegalensis*)*. *J. Acoust. Soc. Am.*, 150, 3028–3037. <https://doi.org/10.1121/10.0006734>

- 2021 **Rycyk, Athena** *Florida Manatee (*Trichechus manatus latirostris*) mortality from boat collisions*. *Isana* 74: 7–14. [an **invited** paper for a marine mammal oriented academic association in Japan; not peer-reviewed]
- 2020 **Rycyk, Athena M.***, Tyson Moore, Reny B.*, Wells, Randall S., McHugh, Katherine A., Berens McCabe, Elizabeth J., & Mann, David A. *Passive acoustic listening stations (PALS) show rapid onset of ecological effects of harmful algal blooms in real time*. *Scientific Reports*, 10:17863. <https://doi.org/10.1038/s41598-020-74647-z>
*Co-first authors
- 2018 **Rycyk, Athena M.**, Deutsch, Charles, J., Barlas, Margaret E., Hardy, Stacie, Frisch, Katherine, Leone, Erin H., & Nowacek, Doug P. *Manatee behavioral responses to boats*. *Marine Mammal Science*, 34: 924-962. <https://doi.org/10.1111/mms.12491>
Among the top 10% most downloaded papers from the journal between January 2018 and December 2019
- 2016 Martin, Julien, Sabatier, Quentin, Gowan, Timothy A., Giraud, Christophe, Gurarie, Eliezer, Calleson, C. Scott, Ortega-Ortiz, Joel G., Deutsch, Charles J., **Rycyk, Athena M.**, & Koslovsky, Stacie (2016) *A quantitative framework for investigating risk of deadly collisions between marine wildlife and boats*. *Methods in Ecology and Evolution* 7: 42-50. <https://doi.org/10.1111/2041-210X.12447>

MANUSCRIPTS IN PREPARATION

- In prep Bauer, G., Cook, P., Harley, H., . . . **Rycyk, A.** . . . Exploring Marine Mammal Cognition as a Conservation Tool (fully drafted)
- In prep Brady, B., **Rycyk, A.**, Ichikawa, K., Ramos, E., Factheu, C., and Sousa-Lima, R. Title TBD, a book chapter on Sirenian vocal behavior and ecological applications In: Hines, E. et al. *Sirenian Conservation* (fully drafted)
- In prep *Factheu, C., **Rycyk, A.** Kekeunou, S., Takoukam, A., Ramos, E., Kikuchi, M., and Keith-Diagne, L. Working title: *Passive Acoustic Monitoring reveals manatees' occurrence pattern and Giant Salvinia negative influence of their habitat use in Lake Ossa, Cameroon*, In progress (fully drafted)
- In prep Quirós-Corella, F., Mora-Ramirez, S., **Rycyk, A. M.** et al. Working title: *Benchmarking an automatic manatee count algorithm using field audio data and vocalization recordings*, In progress (data have been collected and analysis is ongoing)
- In prep **Rycyk, Athena M.**, Reep, Roger, Gaspard, Joe, Colbert, Debborah E., Nowacek, Doug, Deutsch, Charles, Mann, David, & Bauer, Gordon. Working title: *Manatee hearing and collisions with boats*. (fully drafted)
- In prep **Rycyk, AM**, Skinner, J, Ryba, TR, & Erdsack, N. *Macro-epibiont growth on wild Florida manatee (*Trichechus manatus latirostris*)*. (fully drafted)

REPORTS

- 2023 Wood-Barron, H. and **Rycyk, A.** *Croc Calls: How American and Morelet's Crocodile Vocalizations Differ in Structure*, Crocodile Specialist Group's Student Research Assistance Scheme Report
- 2009 Deutsch, C. J., **Rycyk, A. M.**, Barlas, M. E., Nowacek, D. P., Koslovsky, S. M.

& Frisch, K. Response of manatees to vessel traffic: Simultaneous measurements of behavioral responses and the acoustic environment. Final Progress Report to Florida Fish and Wildlife Conservation Commission. Project Contract No. 021426 to Florida State University. 111 pp.

PRESENTATIONS

Undergraduate student authors are underlined

Graduate student authors are underlined and have an *

- Accepted Wood-Barron, H., Rycyk, A., Triminion, J., and Tellez, M. (2024) Crocodile talk: structural analysis of American and Morelet's crocodile vocalizations in Belize, Abstract submitted to The Society for Integrative and Comparative Biology Meeting
- 2023 Harley, Heidi E., Larkin, Iske V., Bauer, Gordon B., and **Rycyk, Athena** Has the time come to create a Manatee Science and Conservation Consortium to coordinate and support manatee research?, Abstract submitted to the 6th Manatee Research Symposium
- 2023 **Rycyk, Athena**, Bolaji, Dunsin, *Factheu, Clinton, Christogonus, Ejimadu, and Takoukam, Aristide, A Detecting African Manatee (*Trichechus senegalensis*) Vocalizations: Harnessing Transfer Learning with a Convolutional Neural Network, Abstract submitted to the 6th Manatee Research Symposium
- 2023 Kim Bassos-Hull, Krystan A. Wilkinson, Breanna C. DeGroot, Matthew J. Ajemian, Hannah El Halabi, **Athena Rycyk**, Atlantine Boggio-Pasqua, Jayne M. Gardiner, Ryan Schloesser, & Ernesto Lasso de la Vega Monitoring white spotted eagle ray behavior in shellfish restoration sites in Sarasota Bay, Florida USA, 6th International Conference on Fish Telemetry will take place in Sète, France, from 11-16 June 2023
- 2023 Thompson, C., McHugh, Katherine, Wells, R., **Rycyk, A.**, & Mann, D. Listening in with the dolphins: Baseline monitoring of the underwater soundscape in Sarasota Bay, Florida, Southeast and Mid-Atlantic Marine Mammal Symposium
- 2022 **Rycyk, Athena**, Bolaji, Dunsin, *Factheu, Clinton, and Takoukam, Aristide, A Convolutional Neural Network for Detecting Acoustic Presence of African Manatees in Lekki Lagoon, Nigeria, 3rd African Bioacoustics Community Conference (presented by Clinton Factheu)
- 2022 *Factheu, Clinton, **Rycyk, Athena**, Takoukam, Aristide, Kekeunou, Sévilor, Ramos, Eric, Kikuchi, Mumi, and Keith-Diagne, Lucy, African manatee (*Trichechus senegalensis* Link, 1795) detection in Lake Ossa, Cameroon: comparing point-scan, active and passive acoustic monitoring, 3rd African Bioacoustics Community Conference
- 2022 **Athena Rycyk**, *Clinton Factheu, Eric Angel Ramos, Beth Brady, Mumi Kikuchi, Hannah Nations, Karianne Kapfer, Cecilia Hampton, Emily Garcia, and Aristide Takoukam Kamla, First Characterization of African Manatee (*Trichechus senegalensis*) Vocalizations, 24th Biennial Conference on the Biology of Marine Mammals
- 2022 Gordon Bauer, **Athena Rycyk**, Roger Reep, and David Mann, Manatee Cognition, Psychophysics, and Conservation, 24th Biennial Conference on the Biology of Marine Mammals
- 2022 Nicola Erdsack, **Athena Rycyk**, Jessica Skinner, Tyrone Ryba, and John E. Reynolds, Relevance of severe macro-epibiont growth on the skin of Florida manatees (*Trichechus manatus latirostris*), 24th Biennial Conference on the Biology of Marine Mammals

- 2022 *Clinton Factheu, **Athena Rycyk**, Eric Angel Ramos, Mumi Kikuchi, Beth Brady, Aristide Takoukam Kamla, Lucy Keith-Diagne, Preliminary findings: Assessing the impact of giant *salvinia* invasion on the African manatee distribution in Lake Ossa and determining the most efficient manatee detection method, 24th Biennial Conference on the Biology of Marine Mammals
- 2022 Emily Garcia and **Athena Rycyk**, Characteristics of Wild Florida Manatee (*Trichechus manatus latirostris*) Vocalizations in Different Sized Groups, 24th Biennial Conference on the Biology of Marine Mammals
- 2022 Karianne Kapfer and **Athena Rycyk**, The Phenology of Humpback (*Megaptera novaeangliae*), Blue (*Balaenoptera musculus*), Fin (*Balaenoptera physalus*), Sperm (*Physeter macrocephalus*), and Killer Whales (*Orcinus orca*) Determined by Passive Acoustic Monitoring Near Barkley Canyon, 24th Biennial Conference on the Biology of Marine Mammals
- 2022 Marena Long and **Athena Rycyk**, Distribution of the Bigg's Killer Whale Ecotype in the Salish Sea with Regards to Seasonality and Pinniped Vulnerability, 24th Biennial Conference on the Biology of Marine Mammals
- 2022 Isabella McDonnell and **Athena Rycyk**, Growth patterns and the effect of acidification on postcranial vibrissae in Florida manatees (*Trichechus manatus latirostris*), Vocalizations, 24th Biennial Conference on the Biology of Marine Mammals
- 2022 *Longden, E.G., Gillespie, D., Mann, D.A., McHugh, K.A., **Rycyk, A.M.**, Wells, R.S., & Tyack, P.L. The anthropause in Sarasota Bay, Florida: a comparison of the marine soundscape before and during the COVID-19 lockdown, European Cetacean Society conference
- 2021 **Rycyk, Athena**, Bauer, Gordon, Wells, Randell, Gaspard, Joe, and Mann, David, Florida Manatee (*Trichechus manatus latirostris*) Hearing, Boat Noise, and Variations in Background Noise, presentation at the 4th Manatee Research Symposium (September 9, 2021)
- 2021 Bauer, Gordon, Reep, Roger, **Rycyk, Athena**, and Mann, David, Manatee Cognition and Conservation, presentation at the 4th Manatee Research Symposium (September 9, 2021)
- 2021 **Rycyk, Athena**, *Factheu, Clinton, Angel Ramos, Eric, Brady, Beth, Kikuchi, Mumi, Nations, Hannah, Kapfer, Karianne, Hampton, Cecilia, Garcia, Emily, & Takoukam Kamla, Aristide. Passive Acoustic Monitoring and Characterization of African Manatee Vocalizations. Oral presentation at the 1st African Manatee Symposium,
- 2020 *Factheu, Clinton, **Rycyk, Athena**, Angel Ramos, Eric, Brady, Beth, Kikuchi, Mumi, Nations, Hannah, Garcia, Emily, Hampton, Cecilia, Kapfer, Karianne, & Takoukam Kamla, Aristide. A novel approach to identifying the African manatee distribution using passive acoustics. Oral presentation at the 2nd African Bioacoustics Community Conference
- 2020 **Rycyk, Athena**, *Factheu, Clinton, Angel Ramos, Eric, Brady, Beth, Kikuchi, Mumi, Nations, Hannah, Garcia, Emily, Hampton, Cecilia, Kapfer, Karianne, & Takoukam Kamla, Aristide. Preliminary findings: First characterization of African manatee (*Trichechus senegalensis*) vocalizations. Oral presentation at the Manatee Research Symposium
- 2020 **Rycyk, Athena M.**, Reep, Roger, Gaspard, Joe, Colbert-Luke, Debborah, Nowacek, Doug, Deutsch, Charles J., Mann, David, Wells, Randall, & Bauer, Gordon. Florida Manatee

- (*Trichechus manatus latirostris*) Hearing and Boat Collisions: Integration of Laboratory and Field Studies. **Invited** presentation for Oregon State University's Hatfield Marine Science Center
- 2020 **Rycyk, Athena M.**, Reep, Roger, Gaspard, Joe, Colbert-Luke, Debborah, Nowacek, Doug, Deutsch, Charles J., Mann, David, Wells, Randall, & Bauer, Gordon. Florida Manatee (*Trichechus manatus latirostris*) Hearing and Boat Collisions: Integration of Laboratory and Field Studies. **Invited** presentation at the Clearwater Marine Aquarium Strandings Conference
- 2019 **Rycyk, Athena M.**, Deutsch, Charles, J., Barlas, Margaret E., Koslovsky, Stacie, Frisch, Katherine, Leone, Erin H. & Nowacek, Doug P. Florida manatee behavioral response to boats. Oral presentation at the World Marine Mammal Conference, Barcelona, Spain
- 2019 Wells, Randall, McHugh, Katherine, Berens McCabe, Elizabeth, Allen, Jason, Barleycorn, Aaron, McBride-Kebert, Shauna, Toms, Christina, Tyson Moore, Reny, Wilkinson, Krystan, Cush, Carolyn, Bassos-Hull, Kim, Lovewell, Gretchen, Rossman, Sam, Mann, David, Schwarz, Lisa, & **Rycyk, Athena M.** Bottlenose dolphins and red tide harmful algal blooms: Are patterns of dolphin responses emerging from repeated events? Oral presentation at the World Marine Mammal Conference, Barcelona, Spain
- 2019 **Rycyk, Athena M.**, Reep, Roger, Gaspard, Joe, Colbert-Luke, Debborah, Nowacek, Doug, Deutsch, Charles J., Mann, David, & Bauer, Gordon. Florida Manatee (*Trichechus manatus latirostris*) Hearing and Boat Collisions: Integration of Laboratory and Field Studies. Oral presentation at the Manatee Research Symposium, Gainesville, FL
- 2019 **Rycyk, Athena M.**, Skinner, Jessica, Ryba, Tyrone, & Erdsack, Nicola. Florida Manatee (*Trichechus manatus latirostris*) Algae Cover. Oral presentation at the Manatee Research Symposium, Gainesville, FL
- 2018 **Rycyk, Athena M.**, Deutsch, Charles, J., Barlas, Margaret E., Koslovsky, Stacie, Frisch, Katherine, Leone, Erin H. & Nowacek, Doug P. Florida manatee behavioral response to boats. Oral presentation at the Manatee Research Symposium, Gainesville, FL
- 2018 **Rycyk, Athena M.**, Bauer, G., Reep, R., and Mann, D. Florida Manatee Hearing and Boat Collisions: Integration of Laboratory and Field Studies. Oral Presentation at International Society for Comparative Psychology, Los Angeles, CA (presented by Bauer)
- 2014 **Rycyk, Athena M.** Response of manatees to boat traffic: behavior and the acoustic environment. **Invited** talk, Eckerd College Program Series
- 2013 **Rycyk, Athena M.** Florida manatee response to vessels. **Invited** talk, Texas A&M, Corpus Christi
- 2012 **Rycyk, Athena M.**, Deutsch, Charles, J., Barlas, Margaret E., Koslovsky, Stacie, Frisch, Katherine & Nowacek, Doug P. Florida manatee response to vessels. **Invited** talk at the Florida Marine Mammal Health Conference, Sarasota, FL
- 2011 **Rycyk, Athena M.**, Deutsch, Charles, J., Barlas, Margaret E., Koslovsky, Stacie, Frisch, Katherine & Nowacek, Doug P. Florida manatee response to vessels: Integration of Geo-spatial, behavioral, and multi-sensor tag data. Oral presentation at the 19th Biennial Conference on the Biology of Marine Mammals, Tampa, FL
- 2011 Koslovsky, S. M, Deutsch, C. J., Barlas, M. E., Reynolds, B. J., **Rycyk, A. M.**, Nowacek, D. P., and Fagan, D. E. Manatee habitat use in relation to bathymetry in southwest Florida

- (2007-2008). Oral presentation at the 19th Biennial Conference on the Biology of Marine Mammals, Tampa, FL
- 2009 **Rycyk, Athena M.**, Deutsch, Charles, J., Barlas, Margaret E., Nowacek, Doug P., Koslovsky, Stacie, & Frisch, Katherine Florida manatee behavior during vessel approaches. Poster at the 18th Biennial Conference on the Biology of Marine Mammals, Québec City, Canada
- 2009 Deutsch, C.J., **A. Rycyk**, M.E. Barlas, D.P. Nowacek, S.M. Koslovsky, and K. Frisch. Boat traffic from the manatee perspective: Spatial and temporal patterns of tagged manatee interactions with motorized watercraft in southwest Florida. Poster presentation at the 18th Biennial Conference on the Biology of Marine Mammals Conference, Québec City, Canada
- 2008 **Rycyk, Athena M.**, Nowacek, Doug P., Deutsch, Charles, J., & Barlas, Margaret E. Vocal behavior of Florida manatees during vessel approaches. Oral presentation at the 156th Meeting of the Acoustical Society of America, Miami, FL
- 2007 **Rycyk, Athena M.** & Nowacek, Doug P. Acoustic Environments of Bottlenose Dolphins (*Tursiops truncatus*) in the Big Bend Region of Florida. Oral presentation at the 154th Meeting of the Acoustical Society of America, New Orleans, LA
- 2005 **Rycyk, Athena M.** & Nowacek, Doug P. Acoustic behavior of Bottlenose Dolphins (*Tursiops truncatus*) in the Big Bend region of Florida. Poster at the 16th Biennial Conference on the Biology of Marine Mammals, San Diego, CA
- 2003 **Rycyk, Athena M.** & Bauer, Gordon B. Manatee Psychophysical Testing: Are Results Biased by Sequence Learning? Poster at the 15th Biennial Conference on the Biology of Marine Mammals, Greensboro, NC

RESEARCH PERMITS

- Current Co-investigator on U.S. Fish and Wildlife Service permit for select research activities with wild and captive Florida manatees, Permit # MA100361-4
- Current Co-investigator on National Oceanic and Atmospheric Administration permit for research activities with bottlenose dolphins, Permit # 26622
- Current Special Activity License: Aquatic Species Collecting Certificate
- 2019–2020 Distribution of North American River Otter in Myakka River State Park, permit # 10281914

IACUC CURRENTLY APPROVED STUDIES

- Current Manatee Sensory Processes and Cognition, protocol #23-03-PC2 (Mote Marine Laboratory IACUC)
- Current Passive Acoustic Recording of Florida and African Manatees, protocol # S00007646 (USF IACUC)
- Current Marine Diversity Sampling, protocol # IS00011634 (USF IACUC)
- Current Observations of Social Behavior in Crocodylians, protocol # IS00008691 (USF IACUC)

COMPLETED STUDENT UNDERGRADUATE THESIS PROJECTS SPONSORED

- 2023 Crocodile talk: Structural analysis of American and Morelet's crocodile vocalizations in Belize, Helena Wood-Barron

- 2023 Identifying biomarkers of brevetoxin exposure in the Northern quahog metabolome with ¹H NMR spectroscopy, David Ponce
- 2023 Common karp and koi coloration from cultural and scientific perspectives, Alana Swartz
- 2022 Underwater sound localization in Mississippi map turtles (*Graptemys pseudogeographica kohnii*), Hannah Olson
- 2022 How effective are flowerpot snakes when it comes to controlling termite pest populations?, Skylar Gross
- 2021 Sleeping with the (cuttle)fishes: measuring sleep through arousal threshold in the dwarf cuttlefish, *Sepia bandensis*, Hannah Nations
- 2021 The phenology of humpback (*Megaptera novaeangliae*), blue (*Balaenoptera musculus*), fin (*Balaenoptera physalus*), sperm (*Physeter macrocephalus*), and killer whales (*Orcinus orca*) determined by passive acoustic monitoring near Barkley Canyon, Karianne Kapfer
- 2021 Growth patterns and the effect of pH on the Florida manatee (*Trichechus manatus latirostris*) vibrissae, Isabella McDonnell
- 2021 Distribution of the Bigg's killer whale ecotype in the Salish sea with regards to seasonality and pinniped vulnerability, Marena Long
- 2021 Characteristics of wild Florida manatee (*Trichechus manatus latirostris*) vocalizations in different sized groups, Emily Garcia
- 2021 Directional discrimination of goldfish conditioned under pure blue to pure green light spectrum, Chenoah DuBree
- 2020 The underwater vocal repertoire of the North American river otter, Victoria Dina

PROFESSIONAL SOCIETY MEMBERSHIP

Society for Marine Mammalogy
 Acoustical Society of America
 Animal Behavior Society
 Florida Marine Science Educators Association

PEER REVIEW SERVICE

Marine Mammal Science, Journal of Wildlife Management, Wildlife Monographs, Acoustical Society of America, Behaviour, Journal of Ethology, Journal of Zoological and Botanical Gardens, and Frontiers in Marine Science in their Marine Conservation and Sustainability section

SERVICE

Educational Policy Committee, Quality Enhancement Plan committee, Environmental Studies Steering committee, FTIC (first time in college) Summer Advising, Outreach to prospective and accepted students for Biology and Marine Biology, service related to the following AOCs (majors): Animal Wellbeing and Conservation, Biology, Biopsychology, and Marine Biology, member of the scientific committee for the 3rd African Bioacoustics Community Conference, board member of the Sarasota Bay Listening Network

AMBER GABRIELLE WHITTLE, PH.D., PWS (LAPSED)

C: 941-586-2612 | ambergabrielle@msn.com

EXECUTIVE DIRECTOR

Lead by example and build consensus and partnerships among diverse stakeholders to achieve goals; exceptional communication and interpersonal skills; well-versed at incorporating science, research, and conservation into management objectives; successful grant and private fundraiser; a detail-oriented yet visionary, strategic, and goal-driven program and staff manager providing clear accountability, transparency, and relationship-building; consistently delivers projects on time and on budget; strong policy, permitting, and natural resource management skills.

EXPERTISE

Strategic Vision & Execution | Relationship-Building | Development & Grant Writing | Team Motivation & Leadership | Board Relations | Science-Based Conservation | Project & Program Management | Environmental Permitting | Media Engagement | Political Engagement | Fiscal Accountability | Stakeholder Engagement & Partnership

MULTI-STAKEHOLDER COORDINATION EXPERIENCE

GOMA | TBEP | FWRMC | SAFMC | SBEP | NRDA TWG & EPT | FWLI | GSAA | GCERTF | USCRTF | SFERTF | FCMP | SeaGrant

WORK EXPERIENCE

Southface Sarasota at the Florida House, Sarasota, FL March 2021-present

Executive Director/VP of Development & Marketing and Communications for Southface

Responsible for strategic vision & planning & execution, development, board relations, political relations, media relations, operations, supervision, and communications for a resilience program focused on energy efficiency, watershed restoration, climate change, and social equity and health. Raised in excess of \$2M for Sarasota location with major donors, foundations, corporations, and individuals. Lead the Southface, a \$8.7M company, Development department focusing on unrestricted funds and the MarComm department focusing on marketing, website, social media, press, campaigns, events, professional, and program materials.

New College of Florida, Sarasota, FL June 2022-present

Director of the Pritzker Marine Biology Research Center and Research Scholar

Perform administrative oversight of an active research and teaching facility, including staff supervision, budget, faculty and student research and teaching resource allocation, partner engagement, facility functionality, \$4M grant funding for research and facilities, tours, and outreach.

The Florida Aquarium, Center for Conservation, Apollo Beach, FL April 2019-March 2021

Director of Conservation/Director of Grants & Foundations

Visioned, funded, supervised and guided conservation priorities and communication, including coral larval propagation and sea turtle research. Integrated multi-level, multi-partner conservation practices throughout the Aquarium and its species. Met with legislative leaders to guide conservation policy. Led research, in both the field and the lab, to improve conservation practices and to inform restoration actions. Annually oversaw >\$1.1M budget and a growing satellite campus focused on conservation. Led grant & foundation funding acquisition; raised \$4.6M. Communicated mission and science to public through media, scientific presentations, & video.

Fish and Wildlife Research Institute, St. Petersburg, FL June 2010-April 2019

Habitat Research Administrator

Supervised and guided research priorities and products for ~55 researchers and administrative personnel in the Coral, Seagrass, Upland, Coastal Wetlands, and Freshwater Plants groups. Annually, oversaw >\$3.2 million in grants and managed >\$1M in State Trust Fund budgets, which consistently had <2% reversion. Fostered collaborative relationships with internal and external partners, including local, state, federal, private, NGO, and public stakeholders. Ensured data is high quality and available to the public and scientific papers, products, and professional talks are generated. Identified research needs and funding to address strategic management questions/issues. Served on the Institute Leadership Team to create, direct, and manage the research priorities of the Florida Fish and Wildlife

Conservation Commission (FWC). FWC and federal agencies utilized my group’s research and monitoring to adaptively manage the living resources in our State and waters.

- Served as the FL representative to the Gulf Coast Ecosystem Restoration Task Force (GCERTF) Science Coordination Team (SCT).
 - Co-led the Inland Habitats, Watersheds, and Offshore Waters for the SCT consisting of over 20 scientists from 12 different federal and state agencies. Author of the “Inland Habitats, Watershed and Offshore Waters” chapter of the GCERTF *Gulf of Mexico Science Assessment and Recommendations document* (2011).
 - Participated as a Florida team member to advocate for our priorities, verbally and in writing.
- Served on the NRDA Restoration Planning Team as an Executive Planning Team (EPT) member, as Habitat for Estuarine Dependent Water Column team member, and on the (RESTORE) Council Monitoring and Assessment Working Group (CMAWG) as the State of Florida alternate.
- Served on Standing Team Member for the Florida Wildlife Legacy Initiative (FWLI).
 - Serve as the liaison for the Habitat Monitoring/Coral Restoration/Marine teams.
 - Targets and approves ~\$3M in FWS flow-thru grant funding annually.
- Served as the FL liaison: Healthy Ecosystems for the Governors’ South Atlantic Alliance (GSAA), Habitat and Environment Advisory Panel for the South Atlantic Fisheries Management Council (SAFMC), and Wildlife and Fisheries for the Gulf of Mexico Alliance (GOMA).
 - Core team member to initiate, facilitate (3-part workshop), and draft the Gulf Monitoring Network proposal.
 - Rank funding proposals for GOMA’s Gulf Star Program
- Coastal Monitoring team lead for the Florida Water Resources Monitoring Council (FWRMC).
 - Co-developing a multi-agency, multi-discipline Adverse Events Response Plan.
 - Authored and championed a Legislative Budget Request for Adverse Events Response.
- Grants committee membership: SWG, MEHRMA, FWRI, GOMA, NOAA RESTORE Science
- Florida Coral Disease Advisory Committee Coordinator, Steering Committee for the Florida Coastal Mapping Program (FCMP), and FWC Climate Change Steering Committee

Cardno, Inc., Sarasota, FL

March 2004-June 2010

Senior Ecologist/Dive Safety Officer

Worked as an Environmental Consultant to plan, coordinate, and manage small- and largescale projects for public and private sector clients, including scheduling, training, and supervising large field and writing teams. Marketed ENTRIX’s environmental consulting services at meetings and conferences, secured clients and projects, managed client expectations, participated in a multi-discipline (planners, engineers, environmental) project teams, and obtained environmental permits from local, state, and federal agencies. Consistently produced quality products on time and under budget. Managed watershed master planning projects including, Dona Bay Watershed in Sarasota, FL, Horsepen Strand in Collier County, and the Gordon River in Collier County. Delineated wetlands and native habitats, performed listed species surveys, produced and managed budgets, wrote in excess of 100 extensive responses to Requests for Proposals for private and government contracts, marketed potential clients and partners, and supervised environmental scientists.

EARLY CAREER EXPERIENCES

Teaching Assistant , UNIVERSITY OF HAWAII AT MANOA	2000-2003
Research Assistant , UNIVERSITY OF HAWAII AT MANOA	1998-2003
Vertebrate Ecology Intern , TALL TIMBERS RESEARCH STATION, Tallahassee, FL	FALL 1997
Natural Resource Management Intern , SARASOTA COUNTY, Sarasota, FL	SUMMER 1997
Assistant to the Public Lands Program , THE NATURE CONSERVANCY, Gainesville, FL	1997
Educational Intern , MOTE MARINE LABORATORY, Sarasota, FL	SUMMER 1994

EDUCATION

PH.D., ZOOLOGY (ECOLOGY, EVOLUTION, & CONSERVATION BIOLOGY SPECIALIZATION)- UNIVERSITY of HAWAII at MANOA, Honolulu, FL

BS, Zoology - UNIVERSITY OF FLORIDA, Gainesville, FL

BA, English - UNIVERSITY OF FLORIDA, Gainesville, FL

Semester Abroad—James Cook University, Townsville, Australia

TRAINING: AAUS Diver, NAUI Master Diver, NAUI NITROX Diver, Professional Wetland Scientist (lapsed), Leadership Sarasota, 24-hour HAZWOPER, Dan O2, CPR, First Aid, Situational Leadership, Working with the Media, Supervisors Apprenticeship, FWC Climate Change Course, Certified Nonprofit Executive Director

PROFESSIONAL/VOLUNTEER EXPERIENCE, AWARDS

National Assoc. of Marine Labs, Treasurer/Secretary	2023
Science and Environment Council, Chair	2021-present
ACP Member Recognition	2021
Aquarium Conservation Partnership, Steering & Policy Committees	2019-2021
SeaGrant Advisory Committee, Manatee County	2019-2021
Sarasota County Coastal Advisory Committee, Chair	2018-present
Sarasota Bay Estuary Program Technical Advisory Committee, Chair	2004-present
Silent Auction Chair, FRUITVILLE ELEMENTARY PTO, Sarasota, FL	2011-2016
Vice President BoD, SISTERS OFFERING SUPPORT, Honolulu, HI	1998-2003
Outstanding Supervisor Nominee, FISH AND WILDLIFE RESEARCH INSTITUTE	
In-Class Volunteer (4 hrs./mth), FRUITVILLE ELEMENTARY, Sarasota, FL	
Science Fair Judge, FRUITVILLE ELEMENTARY, Sarasota, FL	
Environment Day Co-Chair/Executive Committee, CHAMBER OF COMMERCE, Sarasota, FL	
Community Service Co-Chair, YOUNG MOTHER'S LEAGUE, Sarasota, FL	
Graduate Student Representative, UNIVERSITY OF HAWAII AT MANOA, HI	
Key Club, UNIVERSITY OF FLORIDA, Gainesville, FL	
Alternative Spring Break, Washington DC	

SCIENTIFIC PUBLICATIONS

Lunz KS, Shea C, Ames KW, Neely K, Goergen E, Williams D, Gilliam DS, Whittle A (2016) *Acropora palmata's* last stand in Florida? *Proceedings of the 13th International Coral Reef Symposium*, Honolulu: 2-22.

Whittle, A. and Jones, M. 2008, The Dona Bay Watershed Restoration Plan. *Proceedings of the Ecosystems Restoration & Creation Conference*.

Lankford, S., Inui, Y. and Whittle, A, 2008. Exploring Social Carrying Capacity Based on Perceived Level of Crowding: A Case Study of Hanauma Bay, Hawaii. *Tourism in Marine Environments*. 5(1): 43-53(11).

Lankford, *et al.*, 2006. Sustainability of Coastal/Marine Recreation: Modeling Social Carrying Capacity for Kaneohe Bay, Hawaii. University of Hawaii Sea Grant Program. 77 pages.

Lankford, *et al.*, 2005. Sustainability of Coastal/Marine Recreation: Modeling Social Carrying Capacity for Hanauma Bay, Hawaii. University of Hawaii Sea Grant Program, 102 pages.

Whittle, A. 2004. Investigation of sound as a recruitment cue in larval fishes and *Schindleria* sp. Abstract in *Pacific Science*. 58(1):136.

Whittle, A. 2003. Abundance, distribution, diversity, and ecology of larval coral reef fishes and Schindleriidae (Teleostei: Gobiodei) at two sites on Oahu, Hawaii. Dissertation. University of Hawaii at Manoa.

Whittle, A. 2002. Nearshore currents in Hanauma Bay and their possible relationship to larval ecology. Abstract in *Pacific Science*. 56(1):99-100.

SCIENTIFIC PRESENTATIONS

Personal Pollution Energy Panel; EcoSummit, December 2023
Natural Resources; League of Women Voters, November 2023
Energy Efficiency; Sustainable Communities Workshop, November 2022
Resilience is Energy Efficient; New College Challenge, October 2022
Green Careers Panel; Environmental Design Conference, September 2022
Southface Sarasota at the Florida House: A Strong Partnership; Sarasota County School Board, April 2022
Demonstrating Water and Energy Conservation; Florida Outdoor Writers Conference, August 2021
Coral Restoration & Artificial Reefs; Artificial Reefs Summit, November 2020
SE FL Restoration Hub; SEFCRI Technical Advisory Committee, November 2020
Coral Breakthrough; Hope Spot Initiative w/ Sylvia Earle, October 2019
Coral Conservation at The Florida Aquarium; Florida Association of Environmental Professionals, Sept. 2019
Advancing Conservation with Zoos and Aquariums; Capitol Hill Ocean Week, June 2019
Hill Day Lunch Briefing for Congressional Staff; Capitol Hill Ocean Week, June 2019
Coral Outplant; Florida Aquarium Board of Directors, May 2019FWRI Coastal Mapping Priorities; Florida Coastal Mapping Program Workshop, January 2018
Habitat Research Section Overview; FWRI All Hands, November 2017
Overview of Florida's Marine Habitat Status and Trends; Florida Marine Science Symposium, October 2017
Florida's Monitoring Approach –*Integrated Mapping & Monitoring Programs and Metadata Catalogs*; Gulf of Mexico Alliance Wildlife and Fisheries Team, March 2017
Acropora Palmata's Last Stand in Florida?; International Coral Reef Symposium, June 2016
Coral Reef Monitoring and Management; Institute Leadership Team, September 2015
Ecological Monitoring in Florida; National Academy of Science, August 2015
Healthy Ecosystems Priorities; Governor's South Atlantic Alliance, September 2014.
Update on Gulf Coast Ecosystem Restoration Council Activities; American Water Resources Association, September 2014.
Coastal Monitoring Update; Florida Water Resources Monitoring Council, May 2014.
National Coastal Condition Assessment; Institute Leadership Team, April 2014.
Habitat Research; Administrative Assistants Meeting, September 2013.
ILT Science Meeting; Institute Leadership Retreat, January 2013.
FWRI Restoration Research; Charlotte Harbor National Estuary Program, October 2012.
Dry Tortugas National Park; Fruitville Elementary, October 2012.
GOMA Nuggets; Gulf Monitoring Network, September 2012.
Habitat Research; Institute Leadership Team, May 2012.

Breakout Discussion: Strategies for communicating science and scientific uncertainty to the public; Sarasota Bay Watershed Symposium, February 2012.

Coral Reef Fish Jenga; FWC Climate Change Course. October 2011.

FWRI Water Resources Monitoring Programs; Florida Water Resources Monitoring Council, July 2011.

Ocean Governance, an Overlap; Beyond the Horizon, Creating a Network of Special Ocean Places: Sarasota, FL. May 2011.

Summary of FWC's Role in the DWH Oil Spill Response; Sustainable Remediation Forum, February 2011.

Habitat Research; Institute Leadership Team, October 2010.

Horsepen Strand Conservation Area; UF Water Institute Symposium, February 2010.

Dona Bay Watershed Restoration Plan; American Water Resources Association, November 2008.

Dona Bay Watershed Restoration Plan; Benedict Symposium, Conservancy of Southwest Florida, December 2007.

Dona Bay Watershed Restoration Plan; Ecosystems Restoration & Creation Conference, November 2007.

Little fishes in the big pond: Abundance, distribution, and ecology of larval fishes and Schindleriidae; Ph.D. Dissertation Defense, October 2003.

Investigation of sound as a recruitment cue in larval fishes and *Schindleria* sp.; Albert L. Tester Memorial Symposium, April 2003.

How do the little fishes find a home?; Ecology, Evolution and Conservation Biology Evolunch, November 2002.

An ongoing light trap study of the larval ecology of Hanauma Bay including habitat selection, current effect, seasonal and lunar differences, etc.; American Fisheries Society Hawaii Chapter Symposium, November 2001.

Nearshore currents in Hanauma Bay and their possible relationship to larval ecology; Albert L. Tester Memorial Symposium, April 2001.

Do larval supply, larval recruitment, and adult population size in (four) reef fish species differ within and outside a Marine Life Conservation District on Oahu, Hawaii? (A study design); Hawaii Institute of Marine Biology Student Colloquium, November 1999.

The fall migration patterns of Purple Gallinules at the Tall Timbers Research Station; Tall Timbers Research Station. October 1997.

GRANTS FUNDED/MANAGED

Barancik Foundation and other funders \$1.2M

Selby Foundation \$17,484

Duckwall Foundation \$5,000

Patterson Foundation \$2,500

Giving Challenge \$4,380

NOAA Community Restoration Grant \$300,000

National Fish & Wildlife Foundation \$448,800

National Fish & Wildlife Foundation \$168,900

Department of Environmental Protection \$34,200; \$15,000

Zoo-Park Partnership \$4,760

FWC Fish & Wildlife Research Institute \$18,836; \$34,491; \$8,641

Tampa Bay Butterfly Conservancy \$1,760

FWC State Wildlife Grant \$61,500

GRANT AWARD COMMITTEES

Gulf of Mexico Alliance Gulf Star, Association of Zoos & Aquariums Conservation Grant Fund, FWC Marine & Estuarine Habitat Restoration, FWC Florida Wildlife Legacy Initiative, NOAA RESTORE Act, Coastal Advisory Committee

MEDIA

Iheart Radio | Associated Press International | Fox13 News | WFLA Live | Bay News 9 | WUSF (Steve Newborn) | OnEarth.Org | 4Hope | FaceBook Live | CNN | WSLR | Stream-Digital Podcast | Sarasota Herald Tribune | West Coast Woman | SNN | The Peel podcast | SCENE Magazine | Sarasota News Leader | Sarasota Magazine

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Approval of New College of Florida 2024-2025 Undergraduate Academic Calendar

PROPOSED BOARD ACTION

Approval of the New College of Florida 2024-2025 Undergraduate Academic Calendar.

BACKGROUND

Florida Board of Governors Regulation No. 8.001 – University Calendars – requires each University Board of Trustees to adopt an annual calendar prior to the beginning of the fiscal year and to file it with the Chancellor’s Office by March 1.

Supporting Documentation Included:

AY 2024-2025 Undergraduate Academic Calendar

NCF Undergraduate Academic Calendar

Fall 2024

8/26/2024 – 12/13/2024

Fri, Aug 16	Baccalaureate Exam Report Due (for August Degree Conferral)
Sun-Wed, Aug 18-21	Orientation for New Admits
Wed, Aug 21	Returning Student Check-in 9:00 AM
Thu-Fri, Aug 22-23	Mini-Classes
Fri, Aug 23	August Degree Conferral
Mon, Aug 26	Fall Classes Begin
Deadline	Fall Off-Campus Study (OCS) Contract and Tuition Waiver
Fri, Aug 30	Residency Reclassification Application Deadline
<i>Mon, Sept 2</i>	<i>Labor Day (No Classes; Offices Closed)</i>
Wed, Sept 4	Contract Submission Deadline
Fri, Sept 6	Late Contract Submission Period (\$50 Fee) Last day for 100% Tuition Refund Tuition and Fees Payment Deadline (\$100 Penalty) <i>(Registration canceled after 5:00 p.m. if account is not cleared)</i>
Fri, Sept 20	Last day for 25% Tuition Refund Financial Aid Unit Drop Grace Period Deadline
Fri, Oct 11	Module I Ends
<i>Mon, Oct 14</i>	<i>Indigenous People's Day (No classes; Offices Closed)</i>
<i>Mon-Fri, Oct 14-18</i>	<i>Fall Break (No Classes)</i>
Mon, Oct 21	Module II Begins
Wed, October 30	Deadline to Request Readmission for Spring Semester Off-Campus Study (OCS) Declaration Deadline
Fri, Nov 1	<i>Advising Day (No Classes)</i> Final Payment Due on Payment Plans

Mon, Nov 4	Provisional AOC (PAOC) Submission Deadline (<i>for 4th Term Students</i>) Thesis Prospectus Submission Deadline (<i>for 4th Term Students</i>)
Wed, Nov 6	Spring Semester Registration Begins
<i>Mon, Nov 11</i>	<i>Veterans Day Observed (No Classes; Offices Closed)</i>
Fri, Nov 15	Contract Renegotiation Deadline / Last Day to Withdraw
<i>Thu-Fri, Nov 28-29</i>	<i>Thanksgiving Break (No Classes; Offices Closed)</i>
Mon, Dec 2	ISP Course Description Forms Due
Fri, Dec 6	Fall Classes End
Fri, Dec 6	Spring Semester Registration Deadline
Mon-Fri, Dec 9-13 M-T Dec 9-10 W-F, Dec 11-13	Exam week Reading/Hurricane Make-Up Days Final Exams/Advising
Tue, Dec 17	Evaluation Submission Deadline (Students on Academic Probation)
Wed, Dec 18	Contract Certification Deadline (Students on Academic Probation)
Thu, Dec 26	Evaluation Submission Deadline (all students)
Fri, Dec 27	Contract Certification Deadline (all students)

NCF Undergraduate Academic Calendar January Interterm

Interterm: 1/6/2025 – 1/31/2025

Mon, Jan 6	January Interterm Begins
Wed, Jan 8	January ISP Drop/Add Deadline
Fri, Jan 17	Baccalaureate Exam Report Due (for January Degree Conferral)
<i>Mon, Jan 20</i>	<i>Martin Luther King Jr. Day (No Classes; Offices Closed)</i>
Wed, Jan 29	Orientation for New Admits
Thu-Fri, Jan 30-31	Mini-Classes

Fri, Jan 31

January Interterm Ends
January Degree Conferral

NCF Undergraduate Academic Calendar Spring 2025

Spring 2025: 2/3/2025 - 5/23/2025

Mon, Feb 3

Spring Classes Begin
Spring Off-Campus Study (OCS) Contract and Tuition Waiver
Deadline
Residency Reclassification Application Deadline

Wednesday Feb 12
Thursday-Fri, Feb 13-14
Fri, Feb 14

Spring 2024 Registration and Contract Submission Deadline
Late Contract Submission Period (\$50 Fee)
Last Day for 100% Tuition Refund
Tuition and Fees Payment Deadline (\$100 Penalty)
(Registration canceled after 5:00 PM if account is not cleared)

Monday Feb 17

President's Day (No Classes: Offices Closed)

Fri, Feb 28

Last Day for 25% Tuition Refund
Financial Aid Unit Drop Grace Period Deadline

Fri, Mar 21
Fri, Mar 21

Module I Ends
Final Payment Due of Payment Plans

Mon-Fri, Mar 24-28

Spring Break

Mon, Mar 31

Module II Begins

Friday, April 4

Deadline to Request Readmission for Fall Semester
Off-Campus Study (OCS) Declaration Deadline

Wed, Apr 9

Fall Semester Registration Begins

Fri, Apr 11

Advising Day (No Classes)

Monday, April 14	Provisional AOC (PAOC) Submission Deadline (<i>for 4th Term Students</i>) Thesis Prospectus Submission Deadline (<i>for 6th Term Students</i>)
Fri, Apr 25	Contract Renegotiation Deadline /Last Day to Withdraw from courses
Mon-Wed, Apr 28-30	Baccalaureate/Reading Days (No Classes)
Fri, May 16	Spring Classes End Baccalaureate Examination Reports Due
Mon, May 19	Evaluation Submission Deadline (<i>potential graduates</i>)
Tue, May 20	Certification Submission Deadline (<i>potential graduates</i>)
M-T, May 19-20	Reading Days (No Classes)
W-F, May 21-23	Final Exams/Advising
Fri, May 23	Commencement and May Degree Conferral [also Aug and Jan?]
Tue, May 27	Evaluation Submission Deadline (Students on Academic Probation)
Wed, May 28	Contract Certification Deadline (Students on Academic Probation)
Wed June 4	Interterm ISP Evaluation Deadline
Wed June 4	Evaluation Submission Deadline
Thu June 5	Contract Certification Deadline

NCF Undergraduate Academic Calendar Summer 2024

6/3/2024 – 8/16/2024

Summer courses may be scheduled at varied days and times.

Courses will run on an accelerated, intensive summer schedule.

<i>Mon, May 26</i>	<i>Memorial Day (No classes; Offices Closed)</i>
<i>Wed, June 19</i>	<i>Juneteenth Day (No classes; Offices Closed)</i>
<i>Thurs, Jul 4</i>	<i>Independence Day (No classes; Offices Closed)</i>

Add/drop will be prorated, counted in consecutive days from the first day of class, one day per week of class.

The last day to withdraw is at 63% into each course, as determined by the Registrar.

NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: February 22, 2024

SUBJECT: Budget Update

Provide an overview of the current status of the operating budget for fiscal year 2023-24. Also, provide comparison data for FY 2022-23.

BACKGROUND INFORMATION

New College received historic legislative investments for FY 2023-2024. The supporting materials outline all revenues, budgeted expenditures and actuals to date for all funds and provide a breakdown of education and general (E&G), auxiliaries, foundation support, contract & grants, financial aid non-E&G, athletics and carry forward. The highlights of the major fund types are outlined below:

General Revenue and Lottery: The combined total of E&G, tuition & fees and educational enhancement (lottery) funds for FY 2023-2024 is \$70,555,384 or approximately a 33% increase over the previous year. The total revenue amount includes recruitment and retention (\$7.5 million), and performance-based funding (\$5.9 million). These amounts match the operating budget file from the Board of Governors. The difference stems from increased legislative support for operational enhancement funds. Highlights of the use of the new funding are as follows:

\$10 million recurring:

- \$5 million Salary and Benefits
 - Largest 2022-23 COLA salary increases for faculty and professional staff
 - New faculty, professional staff and student recruitment hires
 - Early retirements
 - Filled vacancies
- \$4 million Scholarships
- \$1 million Campus Improvements

\$15 million nonrecurring:

- \$9 million Hotels/Housing emergency costs due to record enrollment & closing dorms
- \$4 million Campus Rehabilitation Expenses – including Housing Repair & Renovation costs
- \$1 million Campus Safety and Enhancements
- \$1 million Scholarships

Tuition and Fees: Tuition and fees were estimated at \$4 million at the beginning of the fiscal year which was the same estimate as the previous year. This projection is intentionally conservative so that we do not budget above our revenues and provide a margin of error. This forecast reflects the growth in enrollment over previous record highs which has increased our tuition revenues over \$1 million to \$5 million.

Financial Aid/Scholarships: Financial Aid/ Scholarships is projected at \$5.8 million in E&G which is an approximate 248% increase over the prior year budget. This amount also meets the legislative requirement to provide at least \$5 million in scholarships this year. The amount of aid packaged every year is contingent on applications received, funds available, and the number of qualifying students.

The total financial aid support with all funds (including non-E&G, and foundation support) is \$10.4 million.

Student Activity Fee Revenue: The revenue year to date is at \$355,049 which is an increase of less than \$16,000 over the previous year.

Housing Fee Revenue: The revenue year to date is \$4.7 million which is over a \$250,000 increase over the prior year at \$4.4 million despite closing of the PEI dorms and B Dorm. There were 508 students in dorms on campus last year and now there are 521 on campus and in hotels this year.

Food Service Fee Revenue: The revenue year to date is \$2.7 million which is almost a \$900,000 increase over the prior year at \$1.8 million. This additional revenue will help offset the increased food services we obligated at the beginning of the fiscal year with our food services provider to support additional options for students.

Other Auxiliary Revenue: The revenue for other auxiliaries is lower than budgeted at this time. Reconciliation of auxiliary accounts will be completed in the 4th quarter and the budget will be adjusted at that time before the end of year closeout.

Foundation Support: The New College Foundation support has been reduced this year due to an adjustment by the Board of Directors to lower the administration fee from the endowment. The main decrease is in the scholarship funds being provided from the foundation. This is due to the record amount of scholarship funding the college received this fiscal year from the Governor and Legislature.

Contracts & Grants: Several grants closed out last fiscal year and we subsequently had a decrease to the amount of funding received.

Athletics Budget: The athletics budget for this fiscal year is \$2,134,499. This includes support for six sports programs with others starting to recruit for the additional six sports we are adding in the Fall. The sports include baseball, softball, soccer, lacrosse, golf, volleyball, and basketball.

Carryforward: The operating and fixed capital outlay carry forward plans provide an update to the amount of funds spent to date approved by the Board of Trustees on November 6, 2023. Additionally, comments have been added to the fixed capital outlay plan to reflect the latest status of the projects.

Supporting Documentation Included:

- Operating Budget Comparison – Grand Summary
- Operating Budget Comparison – E&G Only
- Operating Budget Comparison – Auxiliaries Only
- Operating Budget Comparison – Foundation, Contracts & Grants and Financial Aid Non-E&G
- Athletics Budget
- Carry Forward Operating Plan
- Carry Forward Fixed Capital Outlay Plan

New College of Florida
Operating Budget Comparison
Fiscal Year 2022-23 vs. 2023-24
February 22, 2024

Grand Summary

<i>Summary of Revenues</i>		FY 22-23 Actual Revenues	FY 23-24 Budgeted Revenues	FY23-24 Actual Revenues Received as of 2.14.24
	Education & General (E&G)	\$ 31,333,514	\$ 63,858,440	\$ 42,353,532
	Tuition and Fees (Net)	\$ 4,166,786	\$ 4,000,000	\$ 5,040,499
	Educational Enhancement (Lottery)	\$ 17,354,311	\$ 2,696,944	\$ -
	Deferred Maintenance & PECO Appropriation	\$ 1,842,737	\$ 11,225,125	\$ 9,480,372
	Student Activity Fee Revenue	\$ 338,740	\$ 359,537	\$ 331,618
	Athletic Fee Revenue	\$ 184,344	\$ 194,947	\$ 197,094
	Health Fee Revenue	\$ 133,189	\$ 130,053	\$ 150,368
	Scholarship & Financial Aid Revenue - NON-E&G	\$ 4,238,562	\$ 4,031,535	\$ 2,459,497
	Contracts & Grants Revenue	\$ 4,611,822	\$ 3,874,730	\$ 692,663
	Housing Fee Revenue	\$ 4,411,495	\$ 4,296,247	\$ 4,706,368
	Food Service Fee Revenue	\$ 1,856,141	\$ 2,607,718	\$ 2,747,993
	Other Auxiliary Revenue	\$ 1,406,715	\$ 1,544,984	\$ 745,054
	Foundation Revenue	\$ 2,961,910	\$ 2,339,538	\$ -
	Carry Forward	\$ 11,419,459	\$ 18,628,105	\$ 3,115,419
Summary of Revenues Total		\$ 86,259,725	\$ 119,787,902	\$ 72,020,479

<i>Summary of Expenditures</i>		FY 22-23 Actual Expenditures	FY 23-24 Budgeted Expenditures	FY23-24 Actual YTD Expenditures as of 2.14.24
	Salaries & Benefits	\$ 31,743,041	\$ 39,026,503	\$ 24,703,919
	Other Personnel Service	\$ 2,492,332	\$ 3,232,872	\$ 1,571,455
	General Expenses	\$ 13,240,778	\$ 34,122,425	\$ 13,131,608
	Physical Plant, Operations & Utilities	\$ 8,605,337	\$ 27,118,323	\$ 6,943,828
	Scholarships & Financial Aid	\$ 5,926,988	\$ 10,443,479	\$ 5,115,245
	Library & Other Academic Resources	\$ 2,873,343	\$ 3,374,799	\$ 2,171,809
	Student Activity Expenditures	\$ 316,569	\$ 335,003	\$ 206,724
	Athletics Expenditures	\$ 125,451	\$ 2,134,499	\$ 1,152,038
Summary of Expenditures Total		\$ 65,323,839	\$ 119,787,902	\$ 54,996,624

New College of Florida
Operating Budget Comparison
Fiscal Year 2022-23 vs. 2023-24
February 22, 2024

E&G Only

<i>Summary of Revenues</i>		FY 22-23 Actual Revenues	FY 23-24 Budgeted Revenues	FY23-24 Actual Revenues Received as of 2.14.24
	General Revenue	\$ 31,333,514	\$ 63,858,440	\$ 42,353,532
	Tuition and Fees (Net)	\$ 4,166,786	\$ 4,000,000	\$ 5,040,499
	Lottery	\$ 17,354,311	\$ 2,696,944	\$ -
<i>Summary of Revenues Total</i>		\$ 52,854,611	\$ 70,555,384	\$ 47,394,031

<i>Summary of Expenditures</i>		FY 22-23 Actual Expenditures	FY 23-24 Budgeted Expenditures	FY23-24 Actual YTD Expenditures as of 2.14.24
	Salaries and Benefits	\$ 28,233,342	\$ 36,779,513	\$ 21,143,599
	Other Personnel Service	\$ 1,463,845	\$ 902,754	\$ 930,504
	General Expense ¹	\$ 8,657,254	\$ 32,873,117	\$ 18,625,887
<i>Summary of Expenditures Total</i>		\$ 38,354,441	\$ 70,555,384	\$ 40,699,990

<i>Summary detail of General Expense¹</i>		FY 22-23 Actual Expenditures	FY 23-24 Budgeted Expenditures	FY23-24 Actual YTD Expenditures as of 2.14.24
	Academic Instruction & Student Support	\$ 2,427,050	\$ 2,501,359	\$ 1,614,112
	Performance Based Funding - Recruitment & Retention	N/A	\$ 3,446,270	\$ 97,114
	Administration	\$ 2,518,755	\$ 4,677,153	\$ 3,217,400
	Physical Plant Operations & Maintenance	\$ 2,023,023	\$ 2,936,333	\$ 1,769,784
	2023-2024 Housing Support & Hotel Costs	N/A	\$ 13,093,339	\$ 8,463,448
	Scholarships & Financial Aid	\$ 1,688,426	\$ 5,869,089	\$ 3,457,679
	Athletics Expenses	\$ -	\$ 349,574	\$ 6,350
<i>Summary detail of General Expense Total</i>		\$ 8,657,254	\$ 32,873,117	\$ 18,625,887

**New College of Florida
Operating Budget Comparison
Fiscal Year 2022-23 vs. 2023-24
February 22, 2024**

Auxiliaries Only

		FY 22-23 Actual		FY 23-24 Budgeted		FY23-24 Actuals as of 2.14.24	
Student Activity Fee (Hamilton Center, Student Alliance, Student Government, & Green Fee)	Revenue	\$	338,740	\$	359,537	\$	355,049
	Labor	\$	188,084	\$	128,027	\$	134,307
	Expense	\$	128,485	\$	158,776	\$	72,417
	Expenditure Totals	\$	316,569	\$	335,003	\$	206,724
		FY 22-23 Actual		FY 23-24 Budgeted		FY23-24 Actuals as of 2.14.24	
Housing Fee	Revenue	\$	4,411,495	\$	4,296,247	\$	4,706,368
	Labor	\$	765,023	\$	1,062,370	\$	473,449
	Expense	\$	3,781,616	\$	3,233,877	\$	2,319,782
	Expenditure Totals	\$	4,546,639	\$	4,296,247	\$	2,793,231
		FY 22-23 Actual		FY 23-24 Budgeted		FY23-24 Actuals as of 2.14.24	
Food Service Fee	Revenue	\$	1,856,141	\$	2,607,718	\$	2,747,993
	Labor	\$	34,493	\$	124,499	\$	87,488
	Expense	\$	2,011,277	\$	2,483,219	\$	1,454,359
	Expenditure Totals	\$	2,045,770	\$	2,607,718	\$	1,541,847
		FY 22-23 Actual		FY 23-24 Budgeted		FY23-24 Actuals as of 2.14.24	
All Other Auxiliaries	Revenue	\$	1,406,715	\$	1,544,984	\$	745,054
	Labor	\$	608,988	\$	728,745	\$	267,607
	Expense	\$	690,827	\$	972,213	\$	427,206
	Expenditure Totals	\$	1,299,816	\$	1,700,959	\$	694,814
TOTAL ALL AUXILLARIES		\$	8,208,793	\$	8,939,927	\$	5,236,615

New College of Florida
Operating Budget Comparison
Fiscal Year 2022-23 vs. 2023-24
February 22, 2024

		FY22-23 Actual	FY 23-24 Budgeted
New College Foundation Support	Revenue	\$ 2,961,910	\$ 2,339,538
	Salary & Benefits	\$ 184,340	\$ 90,827
	President Salaries	\$ 1,575,385	\$ 1,065,856
	Athletics	N/A	\$ 400,000
	Scholarships & FinAid	\$ 1,078,185	\$ 542,855
	Lobbyist	\$ 124,000	\$ 240,000
	Expense Totals	\$ 2,961,910	\$ 2,339,538

		FY22-23 Actual	FY 23-24 Budgeted
Contracts & Grants	Revenue	\$ 4,611,822	\$ 3,874,730
	Labor	\$ 933,279	\$ 2,634,401
	Expense	\$ 474,914	\$ 1,240,329
	Expense Totals	\$ 1,408,193	\$ 3,874,730

		FY22-23 Actual	FY 23-24 Budgeted
Financial Aid - NON E&G	Revenue	\$ 3,160,377	\$ 4,031,535
	Labor	\$ 24,616	\$ -
	Expense	\$ 3,135,761	\$ 4,031,535
	Expense Totals	\$ 3,160,377	\$ 4,031,535

New College of Florida Athletics Budget FY 2023-24

Budget for 2022-23		
<u>Expense</u>	<u>Amount</u>	<u>Fund</u>
Athletic Director Salary / Student RecruitMent	125,451	E&G Student Athlete Recruiting (1001)

Total Athletics Budget 2023-24		
Total Budgeted Salaries 2023-24	\$1,397,499	
Total Budgeted Expenses 2023-24	\$737,000	
Total Budget 2023-24	\$2,134,499	

Salary Details 2023-24					
<u>Title</u>	<u>Primary Sport</u>	<u>Secondary Sport</u>	<u>Sport Gender</u>	<u>Est. Salary & Benefits</u>	<u>Fund</u>
Compliance Coordinator	All	n/a	Both	\$92,544	E&G Compliance (1001)
Assistant Athletic Director	All	Basketball Assistant Coach	Men	\$81,678	Foundation + E&G Recruiting (1001) 50/50
Athletic Director	All	Baseball Head Coach	Men	\$290,299	Foundation + E&G Recruiting (1001) 50/50
Athletic Coordinator	All	Sports Information Director	Both	\$43,682	E&G Recruiting (1001)
Asst. Coach	Baseball	n/a	Men	\$74,404	Foundation + E&G Recruiting (1001) 50/50
Baseball OPS	Baseball	n/a	Men	\$15,071	Foundation
Baseball PT	Baseball	n/a	Men	\$4,575	Foundation + E&G Recruiting (1001) 50/50
Baseball PT	Baseball	n/a	Men	\$10,765	Foundation + E&G Recruiting (1001) 50/50
Baseball Recruiting Coord	Baseball	n/a	Men	\$10,765	E&G Recruiting (1001)
Head Coach	Basketball	n/a	Men	\$81,678	Foundation + E&G Recruiting (1001) 50/50
Head Coach	Basketball	n/a	Women	\$71,026	E&G Title IX (1001) + E&G Recruiting (1001) 50/50
Basketball Men PT Asst.	Basketball	n/a	Men	\$10,765	Foundation + E&G Recruiting (1001) 50/50
Basketball Men PT Asst.	Basketball	n/a	Men	\$10,765	Foundation + E&G Recruiting (1001) 50/50
Head Coach	Golf	n/a	Men	\$16,148	E&G Recruiting (1001)
Head Coach	Golf	n/a	Women	\$16,148	E&G Recruiting (1001)
Head Coach	Lacrosse	n/a	Men	\$79,752	E&G Recruiting (1001)
Head Coach	Lacrosse	n/a	Women	\$94,058	E&G Recruiting (1001)
Head Coach	Soccer	n/a	Men	\$108,040	Foundation + E&G Recruiting (1001) 50/50
Head Coach	Soccer	n/a	Women	\$71,026	E&G Title IX (1001) + E&G Recruiting (1001) 50/50
Graduate Assistant Coach	Soccer	n/a	Men	\$10,765	Foundation + E&G Recruiting (1001) 50/50
Graduate Assistant Coach	Soccer	n/a	Men	\$10,765	Foundation
Part-Time Assistant Coach	Soccer	n/a	Women	\$12,379	E&G Title IX (1001)
Part-Time Assistant Coach	Softball	n/a	Women	\$10,765	E&G Title IX (1001) + E&G Recruiting (1001) 50/50
Head Coach	Softball	n/a	Women	\$71,026	E&G Title IX (1001) + E&G Recruiting (1001) 50/50
Part-time Assistant Coach	Softball	Baseball	Both	\$15,071	Foundation + E&G Title IX (1001) 50/50
Part-Time Assistant Coach	Softball	n/a	Women	\$10,765	E&G Title IX (1001)
Head Coach	Volleyball	n/a	Women	\$72,774	E&G Title IX (1001)
Total				\$1,397,499	

Expense Details 2023-24

Sport	Purpose	Gender	Budget	Fund
Baseball	Renting field space	Men	\$40,000	Student Fees (1501) (Athletics / Health)
Baseball	Apparel (80 players + 10 coaches)	Men	\$35,000	Student Fees (1501) (Athletics / Health)
Baseball	Additional Game expenses (40 home events)	Men	\$15,000	Student Fees (1501) (Athletics / Health)
Baseball	Participation in tournaments and away games	Men	\$20,000	Student Fees (1501) (Athletics / Health)
Baseball	Food for away games	Men	\$20,000	Student Fees (1501) (Athletics / Health)
Baseball	Start-up equipment	Men	\$20,000	Student Fees (1501) (Athletics / Health)
Softball	Renting field space	Women	\$5,000	E&G Title IX (1001)
Softball	Apparel (25 players + 6 coaches)	Women	\$25,000	E&G Title IX (1001)
Softball	Additional Game Expenses	Women	\$10,000	E&G Title IX (1001)
Softball	Food for away games	Women	\$10,000	E&G Title IX (1001)
Softball	Participation in tournaments and away games	Women	\$10,000	E&G Title IX (1001)
Softball	Start-up equipment	Women	\$40,000	E&G Title IX (1001)
Basketball	Housing & Meal Plan for student assistant	Men	\$5,955	Student Fees (1501) (Athletics / Health)
Basketball	Renting playing space (all indoor)	Men	\$20,000	Student Fees (1501) (Athletics / Health)
Basketball	Apparel (20 players + coaches)	Men	\$20,000	Student Fees (1501) (Athletics / Health)
Basketball	Add'l Game expenses(15 home events)	Men	\$5,000	Student Fees (1501) (Athletics / Health)
Basketball	Participation in away games/tournaments	Men	\$20,000	Student Fees (1501) (Athletics / Health)
Basketball	Meals for away games/travel days	Men	\$15,000	Student Fees (1501) (Athletics / Health)
Basketball	Start-up equipment	Men	\$14,045	Student Fees (1501) (Athletics / Health)
Basketball	Renting playing space (all indoor)	Women	\$20,000	E&G Title IX (1001)
Basketball	Apparel (20 players + coaches)	Women	\$12,500	E&G Title IX (1001)
Basketball	Additional Game expenses (Refs/Officials for 21 home events)	Women	\$5,000	E&G Title IX (1001)
Basketball	Meals for away games/travel days	Women	\$7,000	E&G Title IX (1001)
Basketball	Participation in away games/tournaments	Women	\$12,500	E&G Title IX (1001)
Basketball	Start-up equipment	Women	\$8,000	E&G Title IX (1001)
Soccer	Renting playing and practice space (all off campus)	Men	\$15,000	Student Fees (1501) (Athletics / Health)
Soccer	Apparel (19 players + coaches)	Men	\$15,000	Student Fees (1501) (Athletics / Health)
Soccer	Additional Game expenses (Refs/Officials for home events)	Men	\$5,000	Student Fees (1501) (Athletics / Health)
Soccer	Meals for away games/travel days	Men	\$7,500	Student Fees (1501) (Athletics / Health)

Expense Details 2023-24				
Sport	Purpose	Gender	Budget	Fund
Soccer	Participation in away games/tournaMents	Men	\$15,500	Student Fees (1501) (Athletics / Health)
Soccer	Start-up equipMent	Men	\$17,000	Student Fees (1501) (Athletics / Health)
Soccer	Renting playing and practice space (all off campus)	Women	\$10,000	E&G Title IX (1001)
Soccer	Apparel (15 players + coaches)	Women	\$15,000	E&G Title IX (1001)
Soccer	Additional Game expenses (Refs/Officials for 15 home events)	Women	\$2,500	E&G Title IX (1001)
Soccer	Meals for away games/travel days	Women	\$7,500	E&G Title IX (1001)
Soccer	Participation in away games/tournaMents	Women	\$12,500	E&G Title IX (1001)
Soccer	Start-up equipMent	Women	\$7,500	E&G Title IX (1001)
All	Athletic Trainer (coverage for all games and practices)	All	\$192,000	Student Health & Wellness E&G (1001)
Total			\$737,000	

Athletics Budget and Actuals by Sources of Funding 2023-24		
Source	Budgeted	Expended to Date as of 2.14.24
Foundation Support (2365)	\$400,000	\$299,805
Student Fees (1501) (Athletics / Health)	\$325,000	\$200,000
E&G Student Athlete Recruiting (1001)	\$714,342	\$490,482
E&G Compliance (1001)	\$92,544	\$33,750
E&G Health & Wellness/ Title IX(1001)	\$602,613	\$128,000
Total	\$2,134,499	\$1,152,038

Expenditures to Date (By Type) 2023-24	
Labor	\$924,572
Expenses	\$227,466
Total	\$1,152,038

New College of Florida
2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)
Pursuant to 1011.45, Florida Statutes
Updated February 22, 2024

Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Budget				Project Timeline			Comments/Explanations	
			Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2023	COMMITTED Committed Balance as of July 1, 2023	E&G Carryforward Amount Budgeted During FY24	E&G Carryforward Amount Spent as of 2.14.24	Total # Years of Expenditure per Project	Current Expenditure Year #		Estimated Completion Date (Fiscal Year)
1	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Operating Enhancements pursuant to Special LBC Appropriation	\$ 6,415,559	\$ -	\$ 6,415,559	\$ 6,415,559	\$ -	2	1	24/25	
2	Campus Security and Safety Enhancements	Hurricane Ian Recovery Costs	\$ 120,000	\$ 120,000	\$ -	\$ 120,000	\$ 31,493	2	2	23/24	
3	Campus Security and Safety Enhancements	Campus Police Safety Enhancements	\$ 434,000	\$ -	\$ 434,000	\$ 434,000	\$ 133,903	1	1	23/24	
4	Information Technology (ERP, Equipment, etc.)	IT Equipment Upgrades	\$ 751,400	\$ -	\$ 751,400	\$ 751,400	\$ 117,115	1	1	23/24	
Total as of July 1, 2023: *			\$ 7,720,959	\$ 120,000	\$ 7,600,959	\$ 7,720,959	\$ 282,511				

New College of Florida
2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)
Pursuant to Section 1011.45, Florida Statutes
Updated February 22, 2024

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2023, E&G Carryforward Operating Balance Provided to FCO Project ¹ (F+G)	(F)	(G)	E&G Carryforward Amount Budgeted for Expenditure During FY24	E&G Carryforward Funds Spent as of 2.14.24	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted	Committed			To Restricted Balance on July 1, 2023	To Committed Balance on July 1, 2023	Total # Years of Expenditures per Project	
1	Small, < \$2M: Renovation, Repair or Maintenance	Breezeway Grant (70801A-College/Cook Hall)	This amount is allocated for the match requirement for the Division of Historical Resources grant received for FY 22-23.	\$ 86,345	\$ 24,937	\$ -	\$ 24,937	\$ 24,937	2	2	2024	Project Closed excess funds (\$61,408) remaining to be moved to 70925
2	Small, < \$2M: Renovation, Repair or Maintenance	College Hall HVAC (70801B)	Repair HVAC and other interior repairs	\$ 15,433	\$ 4,839	\$ -	\$ 4,839	\$ 4,839	2	2	2024	Project Closed excess funds (\$15,433) remaining to be moved to 70925
3	Small, < \$2M: Renovation, Repair or Maintenance	Generator Upgrades (70802B)	Emergency Mitigation Planning	\$ 750,000	\$ -	\$ 750,000	\$ 750,000	\$ -	1	1	2024	Project unable to be completed this FY. Moved funds to 70925
4	Small, < \$2M: Renovation, Repair or Maintenance	R&M Campus Mold Mitigation Survey (70803)	Completion of a mold mitigation survey	\$ 17,425	\$ -	\$ 17,425	\$ 17,425	\$ -	2	2	2024	Project Closed excess funds (\$17,425) remaining to be moved to 70925
5	Small, < \$2M: Completion of Remodeling or Infrastructure	Caples Mansion Phase 2 (70803B)	HVAC improvements: repair of interior walls, ceilings, and floor; repair of select windows and doors; repair of exterior balcony over the entrance of the building; interior painting throughout; and other miscellaneous interior repairs.	\$ 726,986	\$ 590,416	\$ 136,570	\$ 726,986	\$ 238,493	3	3	2024	Project ongoing
6	Small, < \$2M: Renovation, Repair or Maintenance	Caples Fine Arts Exterior Improvements (70803E)	Supplemental to Deferred Maintenance State Appropriation; includes completion of a mold	\$ 290,607	\$ 175,332	\$ 115,275	\$ 290,607	\$ -	1	1	2024	Project ongoing
7	Small, < \$2M: Renovation, Repair or Maintenance	Heiser Strobic Fan Replacement (70811B)	Cost for construction for fans replacement received after design	\$ 1,900,000	\$ -	\$ 1,900,000	\$ 1,900,000	\$ -	1	1	2024	Project unable to be completed this FY. Moved funds to 70925
8	Small, < \$2M: Demolition of educational facilities & site improvements	Palmer A, B, C, D, E demo, 58th Street House - Reichert/Knight (70812A)	Demolition of facilities as recommended in the Educational Plant Survey	\$ 953,159	\$ 22,900	\$ 930,259	\$ 953,159	\$ 17,025	1	1	2024	Project ongoing. Amount lower and excess funds (\$453,159) to be moved to 70925
9	Small, < \$2M: Completion of Remodeling or Infrastructure	College Hall (70814A)	Supplemental to Deferred Maintenance State Appropriation	\$ 821,091	\$ -	\$ 821,091	\$ 821,091	\$ 22,114	1	1	2024	Project ongoing
10	Small, < \$2M: Completion of Remodeling or Infrastructure	58th St Project (70817)	Design and infrastructure to complete a connector street	\$ 415,325	\$ 15,325	\$ 400,000	\$ 415,325	\$ 63,619	2	2	2024	Project ongoing
11	Small, < \$2M: Renovation, Repair or Maintenance	Piccone House Project (70817A)	Space Renovation	\$ 40,969	\$ 5,153	\$ -	\$ 5,153	\$ 5,152	2	2	2024	Project Closed excess funds (\$35,816) remaining to be moved to 70925
12	Small, < \$2M: Replacement of minor facility (< or = 10,000 gsf)	Greenhouse Replacement (70819)	Replace two existing greenhouse spaces	\$ 991,752	\$ 1,191,690	\$ (199,938)	\$ 991,752	\$ 391,368	2	2	2024	Project ongoing. Total cost estimated more than budget. Funds moved to cover excess
13	Small, < \$2M: Renovation, Repair or Maintenance	CEO Space Expansion (70820)	Space expansion of existing space	\$ 61,172	\$ 61,172	\$ -	\$ 61,172	\$ 61,172				Project Added and Closed (this project had some remaining work from FY 22-23 to be completed and was left off of the approved list in FY 23-24)
14	Small, < \$2M: Renovation, Repair or Maintenance	Access Control Replacement (70825)	Upgrades to access control hardware and software	\$ 67,268	\$ 14,491	\$ 52,777	\$ 67,268	\$ 32,447	2	2	2024	Project ongoing
15	Small, < \$2M: Renovation, Repair or Maintenance	Elevator Safety Code (70826)	Repair and upgrades to existing elevators across campus	\$ 27,000	\$ -	\$ 27,000	\$ 27,000	\$ -	2	2	2024	Project ongoing
16	Small, < \$2M: Completion of Remodeling or Infrastructure	Campus Master Plan Amendment (70830)	5 Year Master Plan Update	\$ 572,706	\$ 232,380	\$ 216,620	\$ 449,000	\$ 232,380	1	1	2024	Project ongoing. Amount lower and excess funds (\$123,706) to be moved to 70925
17	Small, < \$2M: Renovation, Repair or Maintenance	Renovation of Car Museum (70831)	Assessment of 1950s and 60s era buildings to determine renovation needs, and add access road.	\$ 960,465	\$ 210,465	\$ 750,000	\$ 960,465	\$ 102,050	1	1	2024	Project ongoing
18	Small, < \$2M: Renovation, Repair or Maintenance	General Twinning Resurfacing (70832)	Resurfacing of roadway to extend useful life	\$ 189,730	\$ 189,730	\$ -	\$ 189,730	\$ 162,663	1	1	2024	Project completed
19	Small, < \$2M: Completion of Remodeling or Infrastructure	Circus Hall of Fame Improvements (70833)	Improvements to unused vacant lot	\$ 479,444	\$ 479,444	\$ -	\$ 479,444	\$ 456,742	1	1	2024	Project ongoing. Total cost estimated more than budget. Funds moved to cover excess (\$2,000) from 70925.
20	Small, < \$2M: Renovation, Repair or Maintenance	Sainer Exterior Repairs and Painting and fence repair (70834)	Maintenance	\$ 146,294	\$ 146,294	\$ -	\$ 146,294	\$ -	1	1	2024	Project ongoing
21	Small, < \$2M: Renovation, Repair or Maintenance	Anthropology and Archeology Exterior Improvements (70899)	Repair and/or replacement of siding; sealing and painting	\$ 99,242	\$ 99,242	\$ -	\$ 99,242	\$ -	1	1	2024	Project ongoing
22	Small, < \$2M: Demolition of educational facilities & site improvements	CWC Wall Demolition (70899)	Removal of exterior wall to improve student safety (old wall limited pedestrian sightlines to road)	\$ 8,806	\$ 8,806	\$ -	\$ 8,806	\$ 8,806	1	1	2024	Project Completed
23	Small, < \$2M: Renovation, Repair or Maintenance	Campus Enhancement (Minor) (70925)	Includes Robertson Hall Envelope repairs; Robertson Park Grounds; Misc. Grounds Improvements, Signage Updates, other minor repairs.	\$ 1,285,927	\$ 1,460,789	\$ (174,862)	\$ 1,285,927	\$ 1,038,877	1	1	2024	Amount to be adjusted based on comments above.
* Total Minor Carryforward As July 1, 2023 :				\$ 10,907,146	\$ 4,903,629	\$ 4,974,792	\$ 9,878,421	\$ 2,832,909				

1. As defined in Board of Governors Regulation 14.003.

2. Amount deducted from July 1, 2023, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).