

Copies of the agenda and all documentation are available for review in the libraries of the campuses located in Charlotte, Collier, Lee and Hendry/Glades Counties, and are also available on the College website at www.edison.edu/district/board/meetings.php

Agenda
Edison State College
Charter Schools Governing Board
Charlotte Campus – Auditorium, O-124
February 28, 2012
2:00 p.m.

Pledge to Flag

Introduction of Guests and Public Comment

Information Reports: *ECHS - Charlotte Report*
(Presenter: Diane Juneau, Principal)

Vote to Take Action On: None Submitted

Information Only:

1. Edison State College Collegiate High Schools Monthly Financial Report
(Presenter: Mrs. Doeble) (Page 1)

Written Reports:

2. Monthly Report on Edison Collegiate High School – Charlotte (Page 5)
3. Monthly Report on Edison Collegiate High School – Lee (Page 9)

Board Members' Comments

Adjournment

Reconvene:

The Edison State College Charter Schools Governing Board reconvenes as the Edison State College District Board of Trustees

Agenda
District Board of Trustees Meeting
Edison State College
Charlotte Campus – Auditorium, O-124
February 28, 2012

Introduction of Guests and Public Comment

Information Reports:

- Charlotte Campus President's Report*
(Presenter: Dr. Pat Land)

- Faculty Senate Report*
(Presenter: Prof. Don Ransford)
(Back-up in rear pocket)

- SACS Report*
(Presenter: Dr. Erin Harrel)

- Legal Update Report*
(Presenter: Mr. Mark Lupe)

- Presidential Search Committee Update Report*
(Presenter: Mrs. Ann Berlam)

- President's Comments*
(Presenter: Mr. J. Dudley Goodlette)

Information and Discussion (Items Requested by Board): None Submitted

Vote to Take Action On:

1. Approval of Minutes (Presenter: Mrs. Berlam)
 - a. Workshop January 24, 2012 (Presenter: Mrs. Berlam) (Page 12)
 - b. Regular Meeting January 24, 2012 (Page 16)
 - c. Special Meeting February 7, 2012 (Page 56)

OPEN PUBLIC HEARING

2. Approval of Revisions to District Board Policy 6Hx6:1.03 – Edison State College Foundation, Inc. (Presenter: Mr. Lupe) (Page 61)
3. Approval of Revisions to District Board Policy 6Hx6:1.04 – Board Agendas (Presenter: Mr. Lupe) (Page 64)
4. Approval to Revisions to District Board Policy 6Hx6:1.05 – Edison State College Financing Corporation (Presenter: Mr. Lupe) (Page 66)
5. Approval to Revisions to District Board Policy 6Hx6:1.07 – Auxiliary Enterprise Funds (Presenter: Mr. Lupe) (Page 69)
6. Approval to Revisions to District Board Policy 6Hx6:5.02 – Employment of Personnel (Presenter: Mr. Lupe) (Page 71)

END PUBLIC HEARING

7. Approval of a Revised Memorandum of Understanding (“MOU”) with the Edison State College Foundation, Inc. (Presenter: Mr. Lupe) (Page 73)
8. Approval of a Revised Memorandum of Understanding (“MOU”) with the Edison State College Financing Corporation (Presenter: Mr. Lupe) (Page 79)
- 8(a). Approval of a Contract for an Interim Vice President of Student Services (Presenter: Dr. Land/Board Liaison: Mrs. Starnes-Bilotti) [Page 83(a)]
9. Approval to Submit College Calendar 2012-2013 (Presenter: Dr. Harrel/Board Liaison: Ms. Seay) (Page 84)

Consent Agenda:

10. Approval of Personnel Actions (Presenter: Mr. Dente/Board Liaison: Mrs. Starnes-Bilotti) (Page 91)

New Business:

Information Only:

11. Approval of Edison State College’s Bachelor’s Level Programs for Preservice Teachers (Presenter: Dr. Harrel/Board Liaison: Ms. Seay) (Page 100)

District Board of Trustees/Agenda
February 28, 2012
Page four

12. Edison State College Monthly Financial Report (Presenter: Mrs. Doeble/
Board Liaison: Mr. Webb) (Page 103)

Written Reports: None

Professional Development: Edison State College Financing Corporation, Inc.
(Presenters: Mr. Lupe and Mrs. Doeble)

President's Comments

Board Members' Comments

Adjournment

Meeting of the
EDISON STATE COLLEGE CHARTER SCHOOLS GOVERNING BOARD
February 28, 2012

AGENDA ITEM: 1

**Edison State College Collegiate High Schools Monthly
Financial Report**

RECOMMENDATION:

INFORMATION ONLY

STAFF ANALYSIS:

This report is for informational purposes only and requires no action by the Board. It compares the actual sources and uses of funds for the current fiscal period to the budgeted sources and uses of funds for the current fiscal period. It is provided to give the reader an indication of how the Collegiate High Schools are performing in relation to their current budget.

- Table 1 represents the activity for the Collegiate High School - Charlotte Campus.
- Table 2 represents the activity for the Collegiate High School – Lee Campus

These reports summarize the Collegiate High Schools performance, or capacity, in raising, handling and using public funds. These reports allow managers to effectively allocate and use resources and additionally allow others to evaluate the financial operations of the Collegiate Schools.

FISCAL IMPACT _____ Yes _____ No X N/A

Funding Source: _____ Amount: \$ _____

Will this action result in a Budget Amendment? _____ Yes _____ No

If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Alvin Dreble
Vice President, Administrative Services

FUNDING VERIFIED AND APPROVED BY: Alvin Dreble
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

EDISON STATE COLLEGE COLLEGIATE HIGH SCHOOL
 CURRENT BUDGET
 FOR THE FISCAL YEAR ENDING JUNE 30, 2012
 as of January 31, 2012

Table 1
 CHARLOTTE CAMPUS

| SOURCES OF FUNDS | Month Ending January 31, 2012 | | Variance Amount | % of Revised Budget |
|------------------------------|-------------------------------|-------------------|-------------------|---------------------|
| | Revised Budget | Actual | | |
| | (Total Year) | (Year To Date) | | |
| State Funding | \$ 1,455,233 | \$ 825,330 | \$ 629,903 | 56.7% |
| Support from Federal Gov't | 87,571 | 19,439 | 68,132 | 22.2% |
| Capital Funding | 152,816 | 64,479 | 88,337 | 42.2% |
| Sales & Services | 44,200 | 39,189 | 5,011 | 88.7% |
| Other Sources | - | 60 | (60) | 0.0% |
| Transfers In | 7,425 | 7,425 | - | 100.0% |
| TOTAL FUNDS AVAILABLE | \$ 1,747,245 | \$ 955,922 | \$ 791,323 | 54.7% |

| USES OF FUNDS | | | | |
|--------------------------|---------------------|-------------------|-------------------|--------------|
| Staff Costs | | | | |
| Instruction | \$ 502,723 | \$ 291,196 | \$ 211,527 | 57.9% |
| Instructional Support | 64,080 | 33,406 | 30,674 | 52.1% |
| Administration | 232,675 | 134,639 | 98,036 | 57.9% |
| Benefits | 267,396 | 98,820 | 168,576 | 37.0% |
| Total Staff Costs | \$ 1,066,874 | \$ 558,061 | \$ 508,813 | 52.3% |

| Current Expenses | | | | |
|-------------------------------|-------------------|-------------------|-------------------|--------------|
| Travel | \$ 81,380 | \$ 35,241 | \$ 46,139 | 43.3% |
| Operating Expenses | 203,350 | 159,967 | 43,383 | 78.7% |
| Rental - Facilities & Eq. | 152,816 | - | 152,816 | 0.0% |
| Utilities | 80,000 | 11,220 | 68,780 | 14.0% |
| Contract Services | 64,000 | 21,398 | 42,602 | 33.4% |
| Transfers Out | 92,425 | 7,425 | 85,000 | 8.0% |
| Total Current Expenses | \$ 673,971 | \$ 235,251 | \$ 438,720 | 34.9% |

| Capital Expenditures | | | | |
|-----------------------------------|-----------------|-----------------|-----------------|--------------|
| Capital Expenditures | \$ 6,400 | \$ 2,853 | \$ 3,547 | 44.6% |
| Total Capital Expenditures | \$ 6,400 | \$ 2,853 | \$ 3,547 | 44.6% |

| | | | | |
|---|---------------------|-------------------|-------------------|--------------|
| TOTAL EXPENDITURES & TRANSFERS | \$ 1,747,245 | \$ 796,165 | \$ 951,080 | 45.6% |
|---|---------------------|-------------------|-------------------|--------------|

EDISON STATE COLLEGE COLLEGIATE HIGH SCHOOL
 CURRENT BUDGET
 FOR THE FISCAL YEAR ENDING JUNE 30, 2012
 as of January 31, 2012

Table 2
 LEE CAMPUS

| SOURCES OF FUNDS | Month Ending January 31, 2012 | | Variance Amount | % of Revised Budget |
|------------------------------|-------------------------------|-------------------|-------------------|---------------------|
| | Revised Budget | Actual | | |
| | (Total Year) | (Year To Date) | | |
| State Funding | \$ 1,161,505 | \$ 626,467 | \$ 535,038 | 53.9% |
| Support from Federal Govt | 99,589 | 36,009 | 63,580 | 36.2% |
| Capital Funding | 172,264 | 37,262 | 135,002 | 21.6% |
| Sales & Services | 43,000 | 32,581 | 10,419 | 75.8% |
| Other Sources | | 2,535 | (2,535) | 0.0% |
| Transfers In | 7,425 | 7,425 | - | 100.0% |
| TOTAL FUNDS AVAILABLE | \$ 1,483,783 | \$ 742,279 | \$ 741,504 | 50.0% |

| USES OF FUNDS | | | | |
|--------------------------|-------------------|-------------------|-------------------|--------------|
| Staff Costs | | | | |
| Instruction | \$ 423,174 | \$ 251,293 | \$ 171,881 | 59.4% |
| Instructional Support | 52,000 | 31,002 | 20,998 | 59.6% |
| Administration | 159,473 | 95,400 | 64,073 | 59.8% |
| Benefits | 204,744 | 85,196 | 119,548 | 41.6% |
| Total Staff Costs | \$ 839,391 | \$ 462,891 | \$ 376,500 | 55.1% |

| Current Expenses | | | | |
|-------------------------------|-------------------|-------------------|-------------------|--------------|
| Travel | \$ 179,630 | \$ 49,840 | \$ 129,790 | 27.7% |
| Operating Expenses | 167,544 | 102,118 | 65,426 | 60.9% |
| Rental - Facilities & Eq. | 172,264 | - | 172,264 | 0.0% |
| Insurance | 11,200 | 9,471 | 1,729 | 84.6% |
| Utilities | 49,832 | 5,210 | 44,622 | 10.5% |
| Contract Services | 44,497 | 21,572 | 22,925 | 48.5% |
| Transfers Out | 7,425 | 7,425 | - | 100.0% |
| Other Expenses | 10,000 | - | 10,000 | 0.0% |
| Contingency | 2,000 | - | 2,000 | 0.0% |
| Total Current Expenses | \$ 644,392 | \$ 195,636 | \$ 448,756 | 30.4% |

| Capital Expenditures | | | | |
|-----------------------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$ - | \$ - | \$ - | 0.0% |
| Total Capital Expenditures | \$ - | \$ - | \$ - | 0.0% |

| | | | | |
|---|---------------------|-------------------|-------------------|--------------|
| TOTAL EXPENDITURES & TRANSFERS | \$ 1,483,783 | \$ 658,527 | \$ 825,256 | 44.4% |
|---|---------------------|-------------------|-------------------|--------------|

Meeting of the
EDISON STATE COLLEGE CHARTER SCHOOLS GOVERNING BOARD
February 28, 2012

AGENDA ITEM: 2

Monthly Report on Edison Collegiate High School-Charlotte

RECOMMENDATION:

INFORMATION ONLY

STAFF ANALYSIS:

This written report is for informational purposes only and requires no action by the Board. It provides an update on happenings at ECHS-Charlotte.

FISCAL IMPACT _____ Yes _____ No N/A

Funding Source: _____ Amount: \$ _____

Will this action result in a Budget Amendment? _____ Yes _____ No

If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: *Diane Juneau*
ECHS-Charlotte Principal

FUNDING VERIFIED AND APPROVED BY: *Heidi Baker*
Vice President, Administrative Services

APPROVED FOR AGENDA BY: *[Signature]*
Interim District President



At the beginning of second semester the ECHS faculty was joined by Crystal Engelhart replacing HOPE teacher Kory Dollinger who decided to return to his native Ohio. Crystal, who most recently was employed by Florida Virtual School, is dual-certified in physical education and guidance. When she is not teaching HOPE and Team Sports, Crystal assists Amber Foster in the guidance duties that have become more numerous as our juniors begin to visit colleges, learn about the college application process, and explore scholarship opportunities.

The ECHS – Charlotte family is quickly expanding. On February 7, art and television production teacher Amy Porter gave birth to Miles Wesley Porter who arrived seven weeks early. By the time of the February board meeting we should also have welcomed Ralph Thomas (Trey) Schiavon (mom Ashley teaches social studies) and baby girl Nolan (Dawn is a math teacher and husband Jim is on the board of the Edison State College Foundation).

In January and February we held three informational meetings for parents and students interested in joining the Class of 2016. This year our meetings were preceded by an open house with current students giving tours and explaining extra-curricular activities and teachers answering questions about their classes. As of February 13 we have 176 applications on file (the on-line application created by Mark Savage has been most helpful). The application deadline is February 29. The lottery for 100 positions will be held on March 1 with students receiving phone calls on March 1 and 2. Letters of commitment will be due when we return from spring vacation on March 19. The Class of 2016 will come together for the first time at a welcoming celebration on May 12.

Guidance counselor Amber Foster is in the process of developing the Career Assistance Program (CAP) to assist students who have identified career interests. In addition to exploring the educational requirements for their intended major, students will have the opportunity to participate in a career shadowing experience with a professional in the community. The first shadowing experience paired junior Danielle Darmetko with local veterinarian Dr. Cynthia Fiore-Brooks, mother of an ECHS sophomore.

In an effort to raise money for a scholarship endowment fund for ECHS graduates, the School Advisory Council will sponsor what we hope will be an annual golf tournament. Freshman parent Debra Peters is chairing a committee of approximately ten parents organizing the tournament and silent auction to be held at Kingsway Golf Club on May 5, 2012.

ECHS – Charlotte will follow the 2012-2013 student calendar adopted by the Charlotte County School Board (attached). However, in a cost-saving measure, CCPS reduced the number of teacher work days from 196 to 193. ECHS – Charlotte teachers will work 196 days as reflected on the attached second calendar.

CHARLOTTE COUNTY PUBLIC SCHOOLS
REGULAR SCHOOL CALENDAR
2012-2013

| 2012/2013 | M | T | W | T | F | Accumulated Student Days | Accumulated TeacherDays | Holiday/Day |
|---------------------|----|----|----|----|----|--------------------------|-------------------------|---|
| JULY 2012 | 2 | 3 | 4 | 5 | 6 | | | Jul 4 - Independence Day |
| | 9 | 10 | 11 | 12 | 13 | | | |
| | 16 | 17 | 18 | 19 | 20 | | | |
| | 23 | 24 | 25 | 26 | 27 | | | |
| | 30 | 31 | | | | | | |
| AUGUST 2012 | | | 1 | 2 | 3 | | 3 | Aug 1 - First Day Teachers |
| | 6 | 7 | 8 | 9 | 10 | 4 | 8 | Aug 7 - First Day students |
| 18,23 | 13 | 14 | 15 | 16 | 17 | 8 | 13 | Aug 14 - Primary election - teacher wk day |
| | 20 | 21 | 22 | 23 | 24 | 13 | 18 | |
| | 27 | 28 | 29 | 30 | 31 | 18 | 23 | |
| SEPT 2012 | 3 | 4 | 5 | 6 | 7 | 22 | 27 | Sep 3 - Labor Day - Observed |
| | 10 | 11 | 12 | 13 | 14 | 27 | 32 | |
| 19,19 | 17 | 18 | 19 | 20 | 21 | 32 | 37 | |
| | 24 | 25 | 26 | 27 | 28 | 37 | 42 | |
| OCTOBER 2012 | 1 | 2 | 3 | 4 | 5 | 42 | 47 | Oct 8-12 - FCAT retakes & FTE |
| | 8 | 9 | 10 | 11 | 12 | 47 | 52 | Oct 10 - end Qtr 1 |
| 22,23 | 15 | 16 | 17 | 18 | 19 | 51 | 57 | Oct 15 - teacher wk day |
| | 22 | 23 | 24 | 25 | 26 | 56 | 62 | |
| | 29 | 30 | 31 | | | 59 | 65 | |
| NOV 2012 | | | | 1 | 2 | 61 | 67 | |
| | 5 | 6 | 7 | 8 | 9 | 65 | 72 | Nov 6 - Election Day |
| | 12 | 13 | 14 | 15 | 16 | 70 | 77 | Nov 21 - Hurricane make-up day #3 |
| 18,20 | 19 | 20 | 21 | 22 | 23 | 72 | 80 | Nov 22 - Thanksgiving Day Paid Holiday #1 |
| | 26 | 27 | 28 | 29 | 30 | 77 | 85 | |
| DEC 2012 | 3 | 4 | 5 | 6 | 7 | 82 | 90 | |
| | 10 | 11 | 12 | 13 | 14 | 87 | 95 | |
| 14,16 | 17 | 18 | 19 | 20 | 21 | 91 | 100 | Dec 20 - end Qtr 2 - Dec 21 teacher wk day |
| | 24 | 25 | 26 | 27 | 28 | 91 | 101 | Dec 25 - Christmas Day Paid Holiday #2 |
| | 31 | | | | | | 101 | |
| JAN 2013 | | 1 | 2 | 3 | 4 | 91 | 101 | Jan 1 - New Years Day |
| | 7 | 8 | 9 | 10 | 11 | 96 | 106 | Jan 7 - students return |
| | 14 | 15 | 16 | 17 | 18 | 101 | 111 | |
| 18,18 | 21 | 22 | 23 | 24 | 25 | 105 | 115 | Jan 21 - Martin Luther King Day |
| | 28 | 29 | 30 | 31 | | 109 | 119 | |
| FEB 2013 | | | | | 1 | 110 | 120 | |
| | 4 | 5 | 6 | 7 | 8 | 115 | 125 | |
| | 11 | 12 | 13 | 14 | 15 | 120 | 130 | Feb 11-15 - FTE Survey |
| 19,19 | 18 | 19 | 20 | 21 | 22 | 124 | 134 | Feb 18 - Presidents Day |
| | 25 | 26 | 27 | 28 | | 128 | 138 | Feb 26-28 - FL Writes |
| MARCH 2013 | | | | | 1 | 129 | 139 | |
| | 4 | 5 | 6 | 7 | 8 | 134 | 144 | |
| | 11 | 12 | 13 | 14 | 15 | 134 | 144 | Mar 11-15 - Spring Break |
| 14,16 | 18 | 19 | 20 | 21 | 22 | 138 | 149 | Mar 20 - end Qtr 3 - Mar 22 teacher wk day |
| | 25 | 26 | 27 | 28 | 29 | 142 | 154 | Mar 29 - Good Friday Paid Holiday #3 |
| APRIL 2013 | | | | | | 146 | 158 | Apr 1 - Hurricane make-up day #2 |
| | 8 | 9 | 10 | 11 | 12 | 151 | 163 | Apr 8 - 26 FCAT |
| | 15 | 16 | 17 | 18 | 19 | 156 | 168 | |
| 21,21 | 22 | 23 | 24 | 25 | 26 | 161 | 173 | |
| | 29 | 30 | | | | 163 | 175 | |
| MAY 2013 | | | 1 | 2 | 3 | 166 | 178 | |
| | 6 | 7 | 8 | 9 | 10 | 171 | 183 | |
| | 13 | 14 | 15 | 16 | 17 | 176 | 188 | May 23 - last day student May 24 Hurricane make-up day #1 student |
| 17,18 | 20 | 21 | 22 | 23 | 24 | 180 | 193 | May 24 - last day teacher May 28 Hurricane make-up day #1 teacher |
| | 27 | 28 | 29 | 30 | 31 | | | May 27 - Memorial Day - Observed |
| JUNE 2013 | 3 | 4 | 5 | 6 | 7 | | | |
| | 8 | 9 | 10 | 11 | 12 | | | |
| | 15 | 16 | 17 | 18 | 19 | | | |
| | 22 | 23 | 24 | 25 | 26 | | | |
| | 29 | 30 | 31 | | | | | |

| | |
|--|---------------------------------------|
| | Student days off/Teacher work day |
| | Paid holidays |
| | Teacher/student day off |
| | End of grading period/end of semester |
| | Hurricane make-up day |

*Other hurricane make-up days may need to be taken during the year in the event that hurricane make-up days are used.

EDISON COLLEGIATE HIGH SCHOOL - CHARLOTTE

CALENDAR 2012-2013

| | |
|----------------------------|---|
| July 30 | First day for teachers |
| August 7 | First day for students |
| August 14 | No School – teacher work day |
| September 3 | No School – Labor Day |
| October 10 | End of ECHS 1 st grading period (45 days) |
| October 15 | No School – teacher work day |
| November 6 | No School – teacher work day |
| November 21 | Hurricane make-up day #3 (if needed) |
| November 22-23 | No School - Thanksgiving |
| December 20 | End of 2 nd grading period (46 days) |
| December 21 | No School – teacher work day |
| December 24 - January 3 | ECHS Winter Break |
| January 4 | No School – teacher work day |
| January 7 | Students return |
| January 21 | No School - Martin Luther King Day |
| February 18 | No School - Presidents' Day |
| March 11 – 15 | ECHS Spring Break |
| March 20 | End of 3 rd grading period (45 days) |
| March 22 | No School – teacher work day |
| March 29 | No School – Good Friday |
| April 1 | Hurricane make-up day #2 (if needed) |
| May 23 | Last day for students (44 days) |
| May 24 | Last day for teachers Hurricane make-up day #1 for students (if needed) |
| May 28 | Hurricane make-up day #1 teachers (if needed) |

Meeting of the
EDISON STATE COLLEGE CHARTER SCHOOLS GOVERNING BOARD
February 28, 2012

AGENDA ITEM: 3

Monthly Report on Edison Collegiate High School - Lee

RECOMMENDATION:

INFORMATION ONLY

STAFF ANALYSIS:

This written report is for informational purposes only and requires no action by the Board. It provides an update on the daily operations of ECHS – Lee.

FISCAL IMPACT _____ Yes _____ No X N/A

Funding Source: _____ Amount: \$ _____

Will this action result in a Budget Amendment? _____ Yes _____ No

If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: _____



Principal, ECHS - Lee

FUNDING VERIFIED AND APPROVED BY: _____

Vice President, Administrative Services

APPROVED FOR AGENDA BY: _____

Interim District President



As we find ourselves in the meat of the third quarter, the academic progress of students remains the primary focus and various indicators are being tracked. As we examine academic transcripts and current grades, a clear picture starts to develop about what skills and priorities are need to earn and maintain the required 3.0 GPA for college admissions. Sophomore students received a copy of their current transcripts along with a quick lesson in calculating quality points and forecasting what types of scores they need to earn the required grades to qualify. It is fascinating to watch and listen to conversations before school and during lunch as kids share strategies for future successes and admonish each other about missed opportunities. An evening parent meeting mid-month will orientate parents to their student's individual progress toward dual enrollment status and facilitate the development of specific four year plans for each student. Freshmen went through a similar process so that they can take advantage of the remainder of their underclass career to be prepared for successful entry into the dual enrollment program.

In partnership with Dunbar High School's Technology Academy, Mariner High School's STEM academy, The Foundation of Edison State College, The Edison Festival of Lights, Algenol, and GCM Contracting, Inc., the January 28th Edison Tech Challenge was a rousing success with nearly 75 students and almost 20 teams competing. There was a robust cooperative spirit during the event as competitors cheered each other on, helped solve engineering problems, and ultimately shared in the joy of competing and winning cash and prizes. Winning teams from each division earned cash provided by GCM Contracting and a fishing trip from Southern Instinct Charters; most kids were more excited about the opportunity to have another adventure out on the water than the cash! The second event in the series will be hosted by Algenol at their Lee County facility and ECHS – Lee has 6 teams traveling to compete with solar powered boats. Another spin off from the event resulted in personnel from Cypress Lake Middle School visiting our Robotics Club and ECHS - Lee students volunteering to do some outreach to a local feeder school.

In terms of preparing for next year, the latest open house attracted over 150 attendees and pushed our current lottery registrations close to 250 students with a little over a month to go. On a planning and preparation note, attached is the Lee County School District's 196 day instructional calendar. ECHS – Lee staff will follow this calendar except that they return to work on July 30 (two days earlier than district employees) and then not work on two non student days; specifically December 21, 2012 nor February 19, 2013. The net effect will maintain the same number of compensated days but maximize pre-school planning opportunities in the fall. Current staff development plans include using state provided Title II money to provide training to teachers for 3 additional work days at the conclusion of this academic year.



The School District of Lee County 2012-2013 School Calendar

| July 2012 | | | | | | | January 2013 | | | | | | |
|----------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 27 | 28 | 29 | 30 | 31 | | |
| 29 | 30 | 31 | | | | | | | | | | | |
| August 2012 | | | | | | | February 2013 | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 24 | 25 | 26 | 27 | 28 | | |
| September 2012 | | | | | | | March 2013 | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | 1 | 2 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 30 | | | | | | | 31 | | | | | | |
| October 2012 | | | | | | | April 2013 | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 | | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | | 28 | 29 | 30 | | | | |
| November 2012 | | | | | | | May 2013 | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 | | | | 1 | 2 | 3 | 4 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 25 | 26 | 27 | 28 | 29 | 30 | | 26 | 27 | 28 | 29 | 30 | 31 | |
| December 2012 | | | | | | | June 2013 | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | | 30 | | | | | | |

- Holiday – Schools Closed
- Professional Duty Day – no school for students
- Teacher In-Service Day – no school for students
- Hurricane Makeup Day
- Early Dismissal Day - students
- First and Last Student Day

Special Notes

- All Jewish holidays begin at sundown the day before they are listed
- If no makeup day is needed- Oct. 15 & 16 will be switched
- May 28 & 29 are designated Hurricane Makeup Days if additional days are needed

Board Approved 12-6-11

**Reconvene as
Edison State College
District Board of Trustees**

DRAFT
Minutes
Edison State College
District Board of Trustees Workshop
Collier Campus – Building M, Room 201
January 24, 2012
2:00 p.m.

Agenda Item #1

The District Board of Trustees of Edison State College met in a workshop in Collier County, Florida, on January 24, 2012 at 2:00 p.m. with the meeting called to order by Ann Berlam, Chair.

Present: Ann Berlam, Chair
 Marjorie Starnes-Bilotti, Vice Chair
 Brian Chapman, Jr.
 Dr. Randall Parrish, Jr.
 Julia Perry
 Pamella Seay
 Christopher Vernon
 Sankey E. "Eddie" Webb, III
 J. Dudley Goodlette, J.D., Interim District President
 Frances Brennan, Recorder
 June Hollingshead, Recorder

Others: Dr. Patricia C. Land, Facilitator

Agenda Item #2. Presidential Search Discussion

Mrs. Berlam shared a handout, "General Description of Edison State College President's Roles and Responsibilities," (*see Attachment #1*) to generate Board members' discussion of skills, experiences and attributes desired for the next District President of Edison State College.

Dr. Land served as facilitator for this discussion, tracking members' ideas in chart fashion with categories of "Skills," "Experiences," and "Attributes." Following in-depth discussion, Mrs. Berlam asked for a list of all of the suggested items to distribute to Board members to use in identifying their top 3-4 items in each category. Ms. Seay does not agree with all of the items. Mr. Vernon wanted to keep all items listed, and believes the long term role of the District President will evolve. President Goodlette thought that it would be wise to keep this broad perspective for the search firms, and

there was consensus by the Board members. The list will be emailed to Board members after Dr. Land's review.

The discussion categories with Board members' input are listed below:

SKILLS:

DEFINITION: What strengths are vital? Political? Fundraising? Operations?

- Fundamental understanding of education (acumen)
- Political / community involvement
- Operations (accountability / accreditation)
- Accountable for accreditation and operations
- Embraces technology
- Experience working with a Board
- Fundraising
- Financial Management – Budget
- Invites / comfort with / impact on communities
- Team builder
- Action-oriented
- Knowledge of service area / state
- Understanding of workforce needs
- Able to delegate
- Participatory – open for input

EXPERIENCES:

DEFINITION: Career background?

- Open mind about career background – diversity in candidate pool is okay
- Top Tier candidates / appropriate compensation (Faculty, Administration, & Staff
- Experience – similar to ESC's diversity in programs and for traditional / non-traditional students
- College experience similar to ESC's size / scope
- Maybe not all educational experience – shows ability to make a difference / impact
- Alternate backgrounds / business background
- Background in education
- Management abilities
- Other non-educational fields may understand accreditation, i.e. lawyers

ATTRIBUTES:

DEFINITION: Leadership characteristics, managerial philosophy

- Committed to State college system and career in Florida
- Communication skills internal / external
- Strong Leadership – committed to academic excellence
- Ability to supervise – accountability, can provide direction
- Health Sciences / staff awareness of needs in local area
- Inclusive Management style / participation, hands-on leader
- Ability to establish a new vision for the future
- Transparent philosophy / good listener
- Institutional integrity – champion of ideals
- Collaborative
- Balance work between setting vision and oversight of operations
- Honesty / Integrity
- Ability to build strong, competent management team
- Consensus builder
- Must reside in community

Agenda Item #3. Tour of Collier Campus

Board members took a campus tour including a walk-thru of Building “N” – Weiss Health Sciences Hall construction project, and Building “M” – Student Services Building construction project.

Adjournment – The meeting adjourned at 3:45 p.m.

J. Dudley Goodlette, J.D.,
Interim District President
District Board of Trustees

Ann Berlam, Chair
District Board of Trustees

Date

Date

GENERAL DESCRIPTION OF EDISON STATE COLLEGE PRESIDENT'S ROLES AND RESPONSIBILITIES

The Board of Trustees of Edison State College is looking for a skilled leader and administrator whose qualifications include knowledge of the community college/higher education system; demonstrated and successful accomplishments in the leadership, supervision and management of a large college serving multiple constituencies; and a transparent administrative style in working with both internal and external forces that also exhibits successful team building. This individual will be required to meet the following expectations, included but not limited to:

- Adhering to the Florida State Statutes that govern the Florida College System,
- Adhering to the Edison State College Board of Trustees Policies,
- Managing Edison State College with the foresight of future needs, needs of faculty, needs of students, and needs of the community,
- Providing positive outreach to the community and all other educational institutions in the five counties served by Edison State College,
- Promoting the best interests of the College to all constituencies and for the public good.

DRAFT
Minutes
Edison State College
District Board of Trustees
Collier Campus – Building M, Room 201
January 24, 2012
4:00 p.m.

Agenda Item #1

The District Board of Trustees of Edison State College met in regular session in Collier County, Florida, on January 24, 2012 at 4:00 p.m. with the meeting called to order by Ann Berlam, Chair.

Present: Ann Berlam, Chair
Marjorie Starnes-Bilotti, Vice Chair
Brian Chapman, Jr.
Dr. Randall Parrish, Jr.
Julia Perry
Pamella Seay
Christopher Vernon
Sankey E. "Eddie" Webb, III
J. Dudley Goodlette, J.D., Interim District President
Frances Brennan, Recorder
June Hollingshead, Recorder

Others: John Hicks, Academic Search, Inc.
Angela Provar, Pauly Group
Cathy Beveridge, Fowler White Boggs
Joe Coleman, Fowler White Boggs
David Potter, Fowler White Boggs

Pledge to Flag

Introduction of Guests and Public Comment

LEE CAMPUS

1. Steve Chase

CHARLOTTE CAMPUS – None

HENDRY/GLADES CAMPUS – None

COLLIER CAMPUS

1. Professor Don Ransford

MOTION by Eddie Webb, seconded by Pamela Seay, to amend the agenda to change Agenda Item #6 to information only, to delete Agenda Item #7, and to add Agenda Items #7(a) and #7(b). Approved unanimously.

Information Reports:

1. *Collier Campus President's Report* – Dr. Robert R. Jones
2. *SACS Report* – Dr. Erin Harrel

Information and Discussion: (None Requested)

Vote to Take Action On:

Agenda Item #1. Approval of Minutes (Presenter: Mrs. Berlam)

- 1) Special Meeting December 16, 2011 (Page 1)
- 2) Special Meeting January 14, 2012 (Page 32)
- 3) Workshop January 14, 2012 (Page 41)

MOTION by Marjorie Starnes-Bilotti, seconded by Brian Chapman, to approve the minutes of the Special Meetings December 16, 2011 and January 14, 2012, and the Workshop January 14, 2012, as presented. Approved unanimously.

Agenda Item #2. Presidential Search Firm Selection (Presenter: Mrs. Fairfax/Board Liaison: Mrs. Starnes-Bilotti) (Page 43)

Mrs. Starnes-Bilotti reported that R. William Funk and Associates withdrew from consideration as a Presidential search firm candidate. Pam Fairfax read the letter of withdrawal.

Angela Provart, President, Pauly Group, was the first presenter. She shared a handout, "Proposed Project Calendar – Two Options" (see *Attachment #1*), and an overview of her firm. Following questions by the Board she gave a final summary.

John Hicks, Senior Consultant, Academic Search, Inc. was the second presenter. He shared a handout, "Edison State College Presidential Search Timeline" (see *Attachment #2*), and an overview of his firm. Following questions by the Board he gave a final summary.

MOTION by Eddie Webb, seconded by Marjorie Starnes-Bilotti, to select Academic Search, Inc. to assist in the Presidential search, and approve authorization for the administration to negotiate a contract not to exceed \$100,000 from Board reserves. Approved unanimously.

Agenda Item #3. Report and Recommendation from Law Firm of Fowler White Boggs Regarding Employment of Dr. Kenneth P. Walker (Presenter: Cathy Beveridge) (Page 44)

Mr. Lupe introduced Cathy Beveridge, Joe Coleman, and David Potter from the law firm of Fowler White Boggs, and gave a summary of actions which would follow a Board decision to terminate Dr. Walker for cause.

Cathy Beveridge reviewed the firm's January 21, 2012 letter and recommendations in a PowerPoint presentation (*see Attachment #3*). She noted that in a pre-disciplinary conference with Ann Berlam and Dr. Pat Land on January 23, 2012, Dr. Walker was provided the opportunity to give a factual response to this letter, but declined.

MOTION by Pamella Seay, seconded by Chris Vernon, to terminate Dr. Kenneth P. Walker for cause based on the report as recommended from Fowler White Boggs, effective immediately. Approved unanimously.

Agenda Item #4. Approval to Accept the Completed Construction of the Weiss Health Sciences Hall, Building "N" on the Collier Campus (Presenter: Mr. Nice/Board Liaison: Mr. Chapman) (Page 45)

MOTION by Brian Chapman, seconded by Julia Perry, to accept the completed construction of the Weiss Health Sciences Hall, Building "N" on the Collier Campus, as presented. Approved unanimously.

Agenda Item #5. Approval to Accept the Completed Construction of the Student Services Building "M" on the Collier Campus (Presenter: Mr. Nice/Board Liaison: Mr. Chapman) (Page 48)

MOTION by Brian Chapman, seconded by Chris Vernon, to accept the completed construction of the Student Services Building, Building "M" on the Collier Campus, as presented. Approved unanimously.

Agenda Item #6. **FOR INFORMATION ONLY.** Approval to Relocate the College Server Room and Remodel and Renovate Building "G" on the Lee Campus to Provide for Disaster Recovery Capabilities (Presenter: Mr. Nice/ Board Liaison: Mr. Chapman) (Page 51)

Mr. Nice presented an overview of his #1 infrastructure priority: disaster recovery capabilities for the College IT system, and will keep the Board apprised of this item and when funding may become available to proceed on this project.

Agenda Item #7. Approval for Certification of Compliance of Edison State College Financing Corporation (Presenter: Mrs. Doeble/Board Liaison: Mr. Webb) (Page 52)

Agenda Item #7(a). Approval of the Collective Negotiations Agreement (Presenter: Mrs. Fairfax/Board Liaison: Mrs. Starnes-Bilotti) (Page 54a)

MOTION by Marjorie Starnes-Bilotti, seconded by Randall Parrish, to approved the Collective Negotiations Agreement between the Edison State College District Board of Trustees, Public Employer, and the Edison College Faculty Federation Union as stipulated below, with a funding source of Board Reserves and position Contingency:

- Faculty employed for the 2011-12 academic year, shall receive a 3% recurring increase on current base salary effective August 16, 2011. Supplemental and overload pay as defined in Appendix B, Section E and G, shall receive a 3% recurring increase on current base effective August 16, 2011.
- Faculty employed for the 2011-12 academic year shall also receive a 1% non-recurring increase on current base salary for work performed during the 2012 Spring Semester effective January 1, 2012 and terminating on May 8, 2012. This 1% non-recurring increase will be calculated after the 3% to base salary is applied.

Agenda Item #7(b). Approval of Adjunct Faculty Rate Increase (Presenter: Mrs. Fairfax/Board Liaison: Mrs. Starnes-Bilotti) (Page 54g)

MOTION by Marjorie Starnes-Bilotti, seconded by Chris Vernon, to approve the adjunct faculty rate increase of 2%, with a funding source of existing operations budget. Approved unanimously.

Consent Agenda:

Agenda Item #8. Approval of Financial Services Consent Agenda – Budget Amendments (Presenter: Mrs. Doeble/Board Liaison: Mr. Webb) (Page 55)

MOTION by Eddie Webb, seconded by Julia Perry, to approve the Financial Services Consent Agenda – Budget Amendments, as presented. Approved unanimously.

Agenda Item #9. Approval of Personnel Actions (Presenter: Mrs. Fairfax/Board Liaison: Mrs. Starnes-Bilotti) (Page 58)

MOTION by Marjorie Starnes-Bilotti, seconded by Brian Chapman, to approve the Personnel Consent Agenda actions, as presented. Approved unanimously.

Information Only:

Agenda Item #10. Edison State College Monthly Financial Report (Presenter: Mrs. Doeble/Board Liaison: Mr. Webb) (Page 59)

Mrs. Doeble presented the Edison State College Monthly Financial Report for information only.

Agenda Item #11. Edison State College Collegiate High Schools Monthly Financial Report (Presenter: Mrs. Doeble/Board Liaison: Mr. Webb) (Page 64)

Mrs. Doeble presented the Edison State College Collegiate High Schools Monthly Financial Report for information only.

Written Reports:

Agenda Item #12. Monthly Report on Edison Collegiate High School – Charlotte (Page 68)

A written report was presented for information only.

Agenda Item #13. Monthly Report on Edison Collegiate High School – Lee (Page 71)

A written report was presented for information only.

New Business:

Ms. Seay recommended that the College obtain iPads for all Board members. President Goodlette said that other options would be brought to the February 28, 2012 Board meeting.

Professional Development:

Media Relations Report (Presenter: Teresa Morgenstern, Coordinator, Marketing & College Relations – Collier Campus and District Spokesperson) (Page 73)

Ms. Morgenstern gave an overview of media relations, including guidelines for good media relations, the need to be concise and consistent in answering media inquiries, the need to limit remarks and personal views in personnel matters, and her role as College spokesperson. The Board Chair will serve as a primary contact with the media.

President's Comments:

President Goodlette would like to begin the Board meetings at 2:00 p.m. instead of 4:00 p.m.

Board Members' Comments:

Mrs. Berlam appointed Sankey E. "Eddie" Webb to the vacancy on the Edison State College Financing Corporation.

Adjournment

MOTION by Chris Vernon, seconded by Julia Perry, to adjourn the meeting. Approved unanimously. The meeting was adjourned at 7:00 p.m.

J. Dudley Goodlette, J.D.,
Interim District President
District Board of Trustees

Ann Berlam, Chair
District Board of Trustees

Date

Date



Edison State College
President

Proposed Project Calendar
Two Options

| | |
|--------------------|--|
| Week of January 23 | Signed Contract Received in PGI Office – <i>Thursday, January 26th</i> **Begin Development of Advertising Materials (Ads, Website and Profile) Finalize Project Calendar |
| Week of Jan 30 | Continue Development of Advertising Materials Meetings with Constituency Groups Initial Committee Meeting with Search Consultant -- <i>Date to Be Determined</i> Review Process, Application Evaluation Process, and Interview Questions, as well as determine future meeting and interview dates |
| Week of Feb 6 | **Finalize Advertising Materials Electronic Mailing List Developed (about 6,500 Recipients) Prepare Electronic Mailings Post Profile with Pauly Group associated organizations **Post Profile on College Website Post Profile on Pauly Group Website Packets to Consultants— <i>Friday, February 10th</i> |
| Week of Feb 13 | **Text Chronicle & Publications (Electronic Only)— <i>Monday, February 13th</i> <i>Chronicle Ad (Online) Appears—Tuesday, February 14th</i> Electronic Mailings Go Out— <i>Tuesday, February 14th</i> Recruiting Calls Begin— <i>Tuesday, February 14th</i> |
| Week of Feb 20 | Recruiting Calls Continue Committee Reviews Applicant Pool |
| Week of Feb 27 | Recruiting Calls Continue Committee Reviews Applicant Pool |
| Week of March 5 | Recruiting Calls Continue Committee Reviews Applicant Pool |

| | |
|------------------|--|
| Week of March 12 | <p><i>March 5th through March 11th -- Spring Break</i> Meeting with Angela to Review Applicant Pool—<i>Date to Be Determined</i> Recruiting Calls Continue</p> |
| Week of March 19 | <p>Recruiting Follow-Up Calls Committee Reviews Applicant Pool</p> |

Process of recruiting ends and selecting candidates, referencing and interviewing begins. There are two options below.

Not knowing the culture of the college and the expectations for constituency group involvement, a decision can be easily made once this information is learned. Either of these may also be altered to adjust for any Board or college schedules that were unknown at the time of drafting this calendar.

Begin Option 1 – Finishes the search before Commencement, but uses the weeks of Final Exams and Commencement to Conduct On-Campus Interviews, therefore ensuring Faculty and Staff will still be on campus and not away for Summer Break or College Schedule.

| | |
|------------------|---|
| Week of March 26 | Monday, March 26th —Soft Close Date for Applicants Committee Reviews Applicant Pool **Committee Identifies 10-15 Semifinalists, Finalize Interview Questions (Date to Be Determined— <u>Late in the Week</u>) |
| Week of April 2 | Initial Referencing Begins Sunday, April 8th – Easter Sunday |
| Week of April 9 | Preliminary Reference Reports to Committee **Interviews with Semifinalists (Dates to Be Determined— <u>Late in the Week</u>) **Committee Identifies Final Candidates Final Referencing Begins |
| Week of April 16 | Final Referencing Continues April 21st through April 24th -- AACC Convention Orlando |
| Week of April 23 | **On-Campus Interviews (Dates to Be Determined) **Gather Feedback from Campus Communities Final Reference Report to Decision Makers April 24th through May 2nd – Final Exams |
| Week of April 30 | **On-Campus Interviews (Dates to Be Determined) **Gather Feedback from Campus Communities May 4th -- Commencement |
| Week of May 7 | **Final Decision, Negotiation, and Hire |
| Fall, 2012 | Selected Candidate Begins Post |

**** Denotes tasks to be completed by Search Committee or other College Office**

Begin Option 2 –Finishes after Commencement and depending on Faculty schedules may require Faculty to come to Campus after the Semester is completed.

| | |
|------------------|---|
| Week of March 26 | <i>Monday, March 26th</i> —Soft Close Date for Applicants Committee Reviews Applicant Pool |
| Week of April 2 | **Committee Identifies 10-15 Semifinalists, Finalize Interview Questions (Date to Be Determined) Initial Referencing Begins |
| Week of April 9 | Initial Referencing Continues |
| Week of April 16 | Initial Referencing Continues |
| | <i>April 21st through April 24th</i> -- <i>AACC Convention Orlando</i> |
| Week of April 23 | Initial Referencing Continues |
| | <i>April 24th through May 2nd</i> – <i>Final Exams</i> |
| Week of April 30 | Preliminary Reference Reports to Committee **Interviews with Semifinalists (Dates to Be Determined) **Committee Identifies Final Candidates |
| | <i>May 4th</i> -- <i>Commencement</i> |
| Week of May 7 | Final Referencing Begins |
| Week of May 14 | **On-Campus Interviews (Dates to Be Determined) **Gather Feedback from Campus Communities |
| Week of May 28 | Final Reference Report to Decision Makers **Final Decision, Negotiation, and Hire |

***** Denotes tasks to be completed by Search Committee or other College Office***

D-R-A-F-T**EDISON STATE COLLEGE
PRESIDENTIAL SEARCH
TIMELINE**

January 24, 2012

January 26, 2012

Edison State College awards the contract to Academic Search with John Hicks designated as the Senior Consultant.

January 26 – February 6: *Organize the Search Process*

John Hicks and the Academic Search team work side-by-side with Edison State College to set specific goals and develop operating guidelines. Those organizational components include:

1. Assist in structuring the overall process.
 2. Counsel on the charge to the Search Committee.
 3. Develop time line and establish search policies.
 4. Develop web-based communication tools.
 5. Draft correspondence as needed for all phases of the search.
 6. Prepare to maintain search records, including candidate credentials.
 7. Make arrangements for extended on-campus visit to meet with key constituent groups.
-

February 6-15: *Analyze Institutional Needs***February 6-8**

John Hicks interviews college constituencies and learns the culture and position requirements, then assists in developing the criteria for attributes of leadership and a description of the opportunities and challenges the next President of Edison State College should be prepared to take advantage of and/or resolve. Steps in the analysis of institutional needs include:

1. Complete intensive on-site interviews with Trustees, faculty, staff, students, administrative leaders, alumni and community leaders individually or in groups as appropriate.
2. Review publications and reports provided by the College.
3. Meet with the institutional relations staff to begin development of position description including a comprehensive web site and/or institutional profile featuring in-depth information about the position, the College, the governance structure, and the community.

February 8

The Search Committee meets with John Hicks to hear his report on findings from the campus visit, review search process and procedures, and provide input regarding desired leadership attributes needed in the next President as well as an assessment of opportunities and challenges the President will face.

February 13

John Hicks distributes to the Search Committee the draft position description materials and ad for their review. The position profile will include a description of specific leadership characteristics, attributes and experiences being sought, and describe the opportunities and challenges awaiting the next President.

February 15

Search Committee members forward their comments to John Hicks so the final version of recruitment documents can be developed.

February 20

The Search Committee meets with John Hicks to review all plans for the search as well as the final version of the ad, position profile, advertising strategy, and campus and community outreach associated with the search process.

February 20 – April 13: *Candidate Recruitment*

February 20

The Edison State College Presidential search is launched.

February 20 – April 13

John Hicks, assisted by the Academic Search support team, works to recruit a strong and inclusive candidate pool. Academic Search activates its extensive networks to identify a broad and diverse group of candidates with the desired attributes and experience. Those action steps include:

1. Implement national advertising strategy.
2. Provide national nominations source list.
3. Follow up with nominated candidates.
4. Directly recruit additional highly qualified candidates.

5. Assist in meeting or exceeding affirmative action/equal opportunity expectations.
-

April 16 – May 25: *Candidate Review, Interviews, Evaluation, Vetting*

Based on input from the Search Committee, John Hicks and the Academic Search network will evaluate and thoroughly vet the pool to identify those candidates with the record of accomplishment and leadership capacity needed to bring Edison State College to the next level.

April 16

John Hicks meets with the Search Committee to discuss candidates and plans for initial interviews.

April 23-24

The Search Committee conducts initial interviews.

April 30-May 4

The Search Committee hosts a series of on-campus interviews with two or three selected final candidates. Subsequently, the Search Committee solicits input from individuals who have met with finalists during their on-campus visits.

May 7

The Search Committee and John Hicks meet to develop and convey recommendations to the Board of Trustees.

After May 7 (When Ready): *Edison State College Board of Trustees appoints President and the new Presidency is launched*

Upon receipt of the Search Committee's recommendations regarding candidates, John Hicks will work with the Board to ensure that thorough due diligence and background investigation have been completed and he will assist in negotiations with candidates. The Board, being confident and comfortable with the search process and enthusiastic regarding the appointment of the next Edison State College President, shall meet and approve said appointment.

Following the appointment of the next Edison State College President, John Hicks will work with the Board to ensure a smooth and productive launch of the Presidency.



Carl Joseph Coleman
 Direct Dial: 239-334-7892
 Direct Fax: 239-425-6385
 jcoleman@fowlerwhite.com

January 21, 2012

BY E-MAIL DELIVERY

Chairwoman Ann E. Berlam
 Edison State College
 Board of Trustees
 8099 College Parkway
 Fort Myers, Florida 33919

Re: Termination of President Kenneth P. Walker's Employment

Dear Chairwoman and Board Members:

Please accept this letter regarding the termination of Kenneth P. Walker, Ph.D. from his position of President at Edison State College (the "College"). In summary, and as discussed in greater detail below, we have come to the following opinions in this matter. First, we are of the opinion that there is a very strong argument that Dr. Walker's contract with the College is void. This opinion is based on the fact that from 2006 through 2010, prior to their adoption and execution, Dr. Walker's contracts were discussed at private meetings conducted by the College's Board of Trustees (the "Board"). Second, even if Dr. Walker's current contract (which consists of a contract, an addendum and two amendments) is valid, we are of the opinion that cause exists for his termination.

As a general matter, Dr. Walker as the President of the College is responsible for, among other things, the leadership, supervision and management of the College. There is strong evidence that Dr. Walker has failed in each of these areas such that cause exists to terminate his employment with the College. As discussed below, this conclusion is based on the following:

1. Dr. Walker failed to disclose to the Board that the College's outside counsel advised the College in 2007 that Board members should be provided with detailed cost information about Dr. Walker's total compensation in order for those Board members to fulfill their fiduciary duties to the College.
2. Dr. Walker failed to disclose to the Board that the College's outside counsel advised the College in 2007 that Dr. Walker's contract should be discussed only at public meetings held in compliance with Florida's Sunshine Law.

FOWLER WHITE BOGGS P.A.

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3. On November 10, 2011, the Reaffirmation Committee for the Southern Association of Colleges and Schools Commission on Colleges (“SACS”) made 14 recommendations of non-compliance with standards by the College, including an integrity violation.
4. On September 14, 2011, the Commissioner of Education for the Florida Department of Education sent a letter to Dr. Walker and the College about the “serious administrative issues at Edison State College” including the course substitution issues and the nursing accreditation issues.
5. In November, 2011, the Auditor General issued a Report in which it found, among other things, that the College did not document the reasonableness of the President’s compensation and that the College did not have adequate procedures to ensure that substitutions of classes to meet graduation requirements are consistent with Board policies.
6. The SACS’ recommendations, the Commissioner of Education’s letter and the Auditor General’s Report were based, in part, on improper course substitutions that occurred at the College. The SACS’ recommendations were also based, in part, on the fact that the College failed to disclose these improper course substitutions in its Compliance Certification Report.
7. The SACS’ recommendations were also based, in part, on the fact that the College’s Bachelor of Science in Nursing (“BSN”) program was not accredited and that the College misrepresented the status of the BSN’s program accreditation.
8. Dr. Walker exhibited poor judgment and attempted to interfere improperly with Henderson Franklin’s investigation into alleged discrimination at the College.
9. Dr. Walker exhibited poor judgment and attempted to interfere improperly with AACRAO’s Report regarding the course substitution issues.
10. Dr. Walker had prepared a Memorandum dated June 15, 2011 which was contrary to the succession plan that was approved by the Board in April 2011 and that was contrary to the best interests of the College.

As explained in greater detail below, these events, when taken together, demonstrate a failure by Dr. Walker with respect to the leadership, supervision and management of the College and, in our opinion, constitute cause for his termination (assuming that Dr. Walker’s contract with the College is valid.)

FACTUAL BACKGROUND

Dr. Walker is currently employed pursuant to a contract, as explained in greater detail below, that may be terminated for “cause.” Pursuant to District Board of Trustees Policy 6Hx6:1.02 and pursuant to the Classification Description of the District President position, Dr. Walker, as the President of the College, is responsible for the leadership, supervision and management of the College. Copies of these documents are attached hereto as **Exhibits 1 & 2**. In addition, pursuant to the Classification Description of the District President position, Dr. Walker is responsible for administering the College with efficiency, effectiveness and accountability, and insuring the effective administration of financial matters. Further, Dr. Walker is evaluated by the Board on, among other things, whether he provides effective leadership in accordance with the highest standards of ethical and moral behavior and whether he keeps the Board informed by reports at board meetings from various college personnel and student leaders. A copy of Dr. Walker’s evaluation form is attached hereto as **Exhibit 3**.

I. Dr. Walker’s Failure to Disclose to the Board Henderson Franklin’s Advice Regarding the Information that Should Be Provided to the Board About Dr. Walker’s Contract, Addendum and Amendments and the Sunshine Law Requirements Regarding Same.

During his tenure as President, Dr. Walker typically entered into an annual employment contract with the College that provided for a four-year term. For at least several years prior to 2006, Dr. Walker and the College routinely executed, on an annual basis, both a one-page form contract – which was a form approved by the State and used for administrative personnel – and a separate written addendum to that form contract. The form contract provided only the most basic terms of Dr. Walker’s employment such as the President’s base salary and the term of employment (e.g., July 1, 2005 through June 30, 2009). The addendum, and later the amendments, provided for all of Dr. Walker’s other benefits and perquisites including, insurance, a vehicle allowance, a housing allowance, a college development allowance, paid vacation leave, and retirement benefits.

In 2006, the Board approved Dr. Walker’s form contract for the four-year term of July 1, 2006 through June 30, 2010 and an addendum to that form contract dated June 27, 2006. This addendum was subsequently amended apparently to correct a scrivener’s error and bears the date July 10, 2006. The July 10, 2006 addendum will be referred to as the “Addendum.” In 2007, rather than enter into the form contract and a new addendum – as he had in past years – Dr. Walker entered into a form contract for the four-year term of July 1, 2007 through June 30, 2011 and a document captioned “Amendment 1 to Contract Addendum.” Amendment 1 provides, among other things, that the Addendum shall apply to whatever form contract is then in effect between Dr. Walker and the College (as opposed to only the form contract for the four-year term of July 1, 2006 through June 30, 2010). In other words, rather than enter into a new addendum on an annual basis, as Dr. Walker and the College had in the past, the addendum dated July 10, 2006 would continue in effect in future years and for future contracts.

Between 2008 and 2010, Dr. Walker continued to enter into the form contract on an annual basis (such that he always had a four-year employment contract in place), but did not

present a new addendum to the Board each year for approval. In 2010, in addition to a new four-year contract with a term of July 1, 2010 through June 30, 2014, Dr. Walker also presented a document captioned "Amendment 2 to Contract Addendum" to the Board, both of which were approved on April 27, 2010. Amendment 2 provides, among other things, that Amendment 2, along with the Addendum and Amendment 1, are to be effective through June 30, 2014. A copy of the July 1, 2010 through June 30, 2014 contract, the Addendum, Amendment 1 and Amendment 2 are attached hereto as **Exhibit 4**.

Dr. Walker negotiated the terms of his annual contracts and any relevant addenda and amendments with the Chairperson of the Board of Trustees. Through 2010, once Dr. Walker's contract was finalized with the Chairperson, Dr. Walker would present his contract to the Board of Trustees at an executive session or workshop which normally consisted of all Board Members. Mary Lee Mann confirmed that this was the process in place during her second tenure on the Board from 2005 to 2011.¹ Ms. Mann confirmed that these executive sessions were not open to the public and took place out of the "Sunshine." Dr. Walker would not provide to the Board the dollar values for each contract item in his compensation package and, instead, would generally provide only the amount of base compensation which was substantially less than the total value of his compensation and benefits package. Alan Francis confirmed that this was the procedure for Dr. Walker's contract until Mr. Francis retired in 2007. Pamela Fairfax and Gina Doeble confirmed that this procedure was followed after Mr. Francis retired in 2007.

From 1992 to 2007, Mr. Francis worked with Dr. Walker on the financial provisions of Dr. Walker's contract with the College (including any addendum or amendment to that contract). Mr. Francis held various positions during that period of time – Director of Finance, Vice President of Technical Services and Vice President of Administrative Services – and indicated that his role, in part, was to put together the figures for each provision in Dr. Walker's contract so that these figures could be booked and reserved for in the College's budget for the year. Mr. Francis indicated that in 2005 he also became involved in working on the wording of Dr. Walker's contract and that he was responsible for having the contract reviewed by the College's legal counsel to confirm that everything was "legal."

In approximately May, 2007, Mr. Francis forwarded a draft of Amendment 1 to the law firm of Henderson Franklin for review. Mr. Francis also provided additional documentation to Henderson Franklin at that time including, (1) Dr. Walker's contract for the term of July 1, 2006 to June 30, 2010 and the Addendum (both of which were stamped "Confidential"); (2) a document labeled "2006-2007 Employment Contract Analysis" that contained a line-by-line analysis of the dollar values for each contract item in Dr. Walker's compensation package; (3) an analysis of Dr. Walker's retirement package; and (4) a comparison of total compensation and presidential leave for Florida Community Colleges. The 2006-2007 Employment Contract Analysis, which was dated as of July 1, 2006, indicated that Dr. Walker's total annual compensation package (including both taxable and non-taxable items) was \$604,620.08, of which \$225,772.08 was listed as base salary. A copy of the material provided by Mr. Francis to Henderson Franklin is attached hereto as **Exhibit 5**. Documentation regarding Dr. Walker's

¹ Attached as an addendum to this letter is a list of the individuals interviewed with respect to this matter.

contracts indicates that the total annual compensation package for 2005-2006 was \$451,986.63, of which \$225,772.08 was base salary. A copy of this documentation is attached hereto as **Exhibit 6.**²

At that time, in addition to asking Henderson Franklin to review the substantive provisions in the draft of Amendment 1, Mr. Francis also stated that he asked Henderson Franklin to opine on what information needed to be provided to the Board of Trustees regarding the value of Dr. Walker's total compensation. Mr. Francis stated that he was concerned that Dr. Walker was not open with the Board about what the various elements of his contract "cost" and wanted to determine from Henderson Franklin whether that was acceptable. In addition, Mr. Francis indicated that Dr. Walker was about to receive a "significant increase" in total compensation from the prior year and that in Mr. Francis' opinion that increase was "not obvious."

Henderson Franklin reviewed the draft Amendment 1 and prepared a Memorandum dated May 21, 2007 addressed to Mr. Francis, a copy of which is attached hereto as **Exhibit 7.** In addition to addressing the substantive provisions in the draft Amendment 1, Henderson Franklin also addressed two additional topics: (1) "Information to be Provided to Board Members"; and (2) "Application of Government in the Sunshine Law to Executive Sessions." With respect to the first topic, Henderson Franklin stated, in relevant part as follows:

In order to allow the board of trustees to fulfill their fiduciary duties, we suggest expanding the information provided to the trustees [sic] the detailed cost analysis of the various items of the President's overall benefits package you provided us

. . . In order for the board of trustees to make a fully-informed decision on the compensation and benefits provided to the President, cost information on the value of the benefits provided to the President (as well as the base compensation) should be provided to the board of trustees. The materials we have reviewed do not indicate what exactly has been historically provided to the board of trustees, but we believe it appropriate and advisable for the board to receive the costing information contained in the materials we have been recently provided in order for them to fulfill their fiduciary duties as board members.

With respect to the second topic, Henderson Franklin stated that Florida's "Government in the Sunshine Law" (Florida Statutes 286.011) applies to the College. In particular, Henderson Franklin noted that although there are certain exceptions to the requirements of the Sunshine Law, deliberations on employment contract matters are not one of the permissible exceptions. Thus, Henderson Franklin advised that meetings by the College Board of Trustees or an executive committee tasked with this issue should comply with the Sunshine Law requirements. Henderson Franklin went on to state:

² This documentation lists Dr. Walker's total annual compensation package for 2006-2007 to be \$605,120.10, slightly greater than the information provided by Mr. Francis to Henderson Franklin in May 2007.

Members of the board of trustees should also be mindful that the Sunshine Law requirements apply not just to deliberations of the full board at board meetings, but to any discussion or communication between two (2) or more board members, whether directly or indirectly (through, for example, a non-board member intermediary). Consequently, the board of trustees should take care that any discussions regarding the President's contract amendment, including any discussions pertaining to any on-going negotiations, only occur at properly-noticed board meetings.

Henderson Franklin provided the memorandum to Mr. Francis on or about May 21, 2007. On May 23, 2007, Mr. Francis indicated to Henderson Franklin in an e-mail that he had shared the firm's comments regarding the President's contract with Dr. Walker. Mr. Francis also indicated that he was currently on vacation until June 4, 2007 and requested that Henderson Franklin work directly with Dr. Walker to finalize the necessary revisions to Amendment 1. A copy of this e-mail is attached hereto as **Exhibit 8**.

When Mr. Francis returned from vacation in early June, Dr. Walker told Mr. Francis that the College was going in a "different direction" and that Mr. Francis could retire or be terminated. Mr. Francis' annual contract had just been renewed on April 24, 2007 with a salary of \$135,850.08. Mr. Francis chose to retire effective July 1, 2007 pursuant to a separation agreement signed by himself and by Dr. Walker on June 8, 2007 and subsequently signed by the Chairperson of the Board of Trustees on June 26, 2007.

In the meantime, Henderson Franklin prepared a second memorandum dated July 2, 2007 which continued to address certain substantive issues in Amendment 1. A copy of this memorandum is attached hereto as **Exhibit 9**. On July 11, 2007, after attempting to send this memorandum to Mr. Francis, Henderson Franklin e-mailed a copy of the July 2, 2007 memorandum directly to Dr. Walker. On that same date, Dr. Walker responded to this e-mail and requested that Henderson Franklin provide him with copies of all e-mails or correspondence between Henderson Franklin and Mr. Francis related to this contract and Amendment 1. Dr. Walker also requested a meeting with Henderson Franklin on August 3, 2007 to discuss Amendment 1. Dr. Walker stated that he wanted "everything to be done in strict compliance with the law and state regulations[.]" A copy of these e-mails is attached hereto as **Exhibit 10**. Henderson Franklin provided copies of the e-mails and correspondence to Dr. Walker and met with him on August 3, 2007 as requested. On August 7, 2007, Henderson Franklin sent a revised draft of Amendment 1 to Dr. Walker and a copy of the May 21, 2007 Memorandum which contained the discussion of the "Information to be Provided to Board Members" and "Application of Government in the Sunshine Law to Executive Sessions." A copy of this e-mail is attached hereto as **Exhibit 11**.

We have found no evidence that, following receipt of the May 21, 2007 Memorandum, Dr. Walker ever informed the Board of Trustees of the recommendations Henderson Franklin made to the College. Neither Christopher Vernon, Esq., a current Board Member, nor Ms. Mann, a former Board Member, was aware of any such recommendation. In addition, contrary to Henderson Franklin's advice, until he was specifically requested to do so in 2011, we have

found no evidence that Dr. Walker provided the Board with the detailed cost information and analysis for his contracts with the College. Again, both Mr. Vernon and Ms. Mann confirmed that they were never provided with this detailed cost information and analysis by Dr. Walker or by anyone else during the relevant time periods. Between 2007 and 2011, the value of Dr. Walker's total compensation increased from \$605,120.10 in 2007 to \$838,438.95 in 2011 (with Dr. Walker's base salary increasing from \$235,933.70 to \$322,400.00).³

In addition, Dr. Walker continued to allow his contracts to be discussed with the Board of Trustees at executive sessions outside of the "Sunshine." Further, we have found no evidence to suggest that Dr. Walker ever provided copies of the May 21, 2007 Memorandum or the July 2, 2007 Memorandum to the Board. Mr. Vernon indicated that he had never seen the memos. Ms. Mann indicated that she was not aware of any outside counsel for the college providing advice regarding the Sunshine Law as it related to executive sessions. Ms. Fairfax and Mark Lupe, Esq. indicated that copies of these memoranda were found in Dr. Walker's desk when his belongings were being inventoried and packed after he was placed on paid administrative leave in November, 2011. The copy of the May 21, 2007 Memorandum found in Dr. Walker's desk appears to be an original copy of the Memorandum as it is on original Henderson Franklin letterhead.

Ms. Fairfax indicated that these Memoranda were not in Dr. Walker's personnel file. We reviewed Dr. Walker's personnel file and did not find a copy of the May 21, 2007 Memorandum or the July 2, 2007 Memorandum in that file. We did, however, find a copy of a letter from the previous year (2006) from Henderson Franklin indicating that it had reviewed the most recent addendum to Dr. Walker's employment agreement and confirmed that it was in compliance with governing law. It appears from a memorandum dated January 8, 2007 that Mr. Francis made sure that the 2006 Henderson Franklin letter was placed in Dr. Walker's personnel file. We have found no evidence that Dr. Walker similarly made sure that the May 21, 2007 and July 2, 2007 Memoranda were placed in his personnel file either before or after Mr. Francis retired.

We are very troubled by the fact that Dr. Walker did not share with the Board the advice of Henderson Franklin in 2007 regarding the information that should be provided to the Board regarding Dr. Walker's compensation to allow the Board to fulfill its fiduciary responsibilities to the College and regarding the process by which Dr. Walker's contracts with the College should be considered and adopted in order to comply with the Sunshine Law requirements. At a minimum, Dr. Walker's conduct demonstrates a failure to administer the College with accountability; a failure to ensure the administration of financial matters at the College; a failure to provide effective leadership with the highest standards of ethical and moral behavior; and a failure to keep the Board informed regarding critical matters related to compliance with Florida law.

³ Pam Fairfax indicated that in 2009, Dr. Walker received both an increase in his base compensation from the Board and a 4% increase that faculty received that year despite the fact that the Addendum provides that Dr. Walker will receive either a Board approved increase or the percentage of increase for faculty.

II. The SACS Report, the Commissioner of Education's Letter and the Auditor General's Report.

A. The Recommendations of the SACS Report of the Reaffirmation Committee.

On November 10, 2011, the Reaffirmation Committee for the Southern Association of Colleges and Schools Commission on Colleges ("SACS") made 14 recommendations of non-compliance with standards by the College. The Reaffirmation Committee's Report is attached hereto as **Exhibit 12**. The most serious of these recommendations is what is commonly referred to as an integrity violation. The Reaffirmation Committee recommended that the College provide evidence that it has safeguards in place to ensure the integrity of its academic programs and all operations. More specifically, the On-Site Reaffirmation Committee noted that it "was very disturbed about the lack of integrity displayed by Edison State College" and found "a lack of integrity in two areas: (1) knowingly submitting inaccurate information in its compliance certification in March 2011 and; (2) the integrity of the College's academic programs." These findings related to inappropriate course substitutions for core courses in multiple majors. The On-Site Committee determined that the College knew about these course substitutions prior to submission of its compliance certification in March 2011 and, yet, failed to mention these issues in the documents provided to SACS in March 2011. In addition, the On-Site Committee noted that "there are hundreds of graduates of these programs with inappropriate course substitutions for required core courses that bring into concern the integrity of those degrees and the academic programs." The On-Site Committee further found "little evidence" that the College had safeguards in place "to ensure that this type of egregious violation of good educational practices does not occur in the future." Also contributing to the integrity violation was information provided to the On-Site Committee about inaccurate recruitment material for the B.S. in Nursing program (commonly referred to as the "BSN Program").

The Reaffirmation Committee also recommended that the College demonstrate that all degree programs embody a coherent course of study as appropriate to the designated field. In this regard, the On-Site Committee again referred to the issue of course substitutions and stated that those substitutions "bring into question whether students are receiving a 'coherent course of study.'" The On-Site Committee found evidence of inappropriate course substitutions. It noted that approval of inappropriate course substitutions appeared to have been an on-going practice for several years and that it appeared to have continued until as recently as May 2011. The Reaffirmation Committee noted that the College had contracted with the American Association of Collegiate Registrars and Admissions Officer ("AACRAO") to conduct an audit during the summer of 2011 and that the audit confirmed that there were inappropriate substitutions and recommended a series of corrective actions for the College to take. The On-Site Committee expressed several specific concerns: "(1) while there are new practices that have been put into place, there is concern as to whether there will be consistent implementation and enforcement; (2) although the institution claims to have made efforts to correct the questionable courses for students, interviews with students indicated that they had not been contacted nor had the institution been pro-active in making restitution; and (3) that appropriate measures are being taken to ensure program relevance and integrity."

The Reaffirmation Committee also expressed concern about the organizational structure at the College. The On-Site Committee noted that it was “very challenging to understand the current [organizational] structure and what it was at various times over the last four years. The roles and responsibilities of the individuals identified on the organizational chart were difficult to understand when comparing district positions to campus positions. In addition, the multiple staff changes made the organization charts difficult to follow.” The On-Site Committee also stated that the reporting structure for staff was not clear in some cases and that the role and duties of the campus presidents were unclear. The On-Site Committee also noted that the fact that some individuals held multiple titles, some district titles and some campus titles, further complicated the organizational structure. The Committee also determined that over the last four years several departments had “bounced” around the organizational structure. In sum, the Reaffirmation Committee concluded as follows: “The complex organizational chart and the lack of reporting line stability for some units (in addition to lack of consistent leadership) inhibit clear communication and appear to negatively impact the day to day operations of the institution at large.

During our interviews, various people shared with us their views about where the fault lay for the SACS recommendations and, more generally, for the College’s submissions to SACS, including the Compliance Certification Report in March 2011 and the Focused Report in September 2011. For example, several people indicated that Noreen Thomas, as Executive Vice President, had been in charge of the SACS process before October 2010 and that Dr. Thomas had not ensured that adequate progress was made on the Certification Compliance Report prior to her departure which caused the College to have to complete that Report in a very compressed time frame. This view was shared with us by Bobbie Buczyrna and Pam Mangene and alluded to by Edith Pendleton, Ph.D.

Some of the individuals that we interviewed also stated that Dr. Walker was not visibly involved in the SACS process on a day-to-day basis and that James Browder was monitoring the SACS process on a daily basis until his departure in April, 2011. Stephen Atkins, Ph.D., Ms. Mangene and Erin Harrel, Ph.D. indicated that this was the case. Dr. Pendleton’s description of the process was consistent with their observation. Dr. Atkins also expressed the opinion that, if Dr. Walker had been properly supervising the SACS process, then he would have made sure that work on the Certification Compliance Report began two years earlier than what it did.

We are not in a position to make complete factual findings regarding any failures that may have occurred in the SACS process. Based on the facts that we have considered, we do believe, however, that there were failures in the process established for the College’s filings with SACS such as the Compliance Certification Report and the Focused Report. For example, the people that we interviewed who were involved in work on the Compliance Certification Report unanimously reported that they worked night and day from at least January through March 15, 2011 when that Report was submitted. Several individuals, including Ms. Mangene and Dr. Atkins, stated that this process should normally be undertaken over a course of years rather than months.

Ultimately, however, the recommendations made by the SACS Reaffirmation Committee speak for themselves and whether they were caused by the substance of what was occurring at the College or by the process which the College engaged in with respect to its submissions to SACS or by some combination of both of these things is not material for our purposes. The fact is that under Dr. Walker's leadership as President of the College, SACS made 14 recommendations on non-compliance with standards including the most serious possible recommendation – an integrity violation. These recommendations place both the integrity of the College and the accreditation status of the College in jeopardy.

In our opinion, the SACS recommendations in and of themselves demonstrate a failure of leadership, management and supervision by Dr. Walker. In addition, we also considered the fact that Dr. Walker, along with Dr. Atkins, signed the Compliance Certification Report attesting to the fact that the College "has conducted an honest assessment of compliance and has provided complete and accurate disclosure of timely information regarding compliance with Core Requirements, Comprehensive Standards, and Federal Requirements of the Commission on Colleges." A copy of this signature page is attached hereto as **Exhibit 13**. SACS based its recommendation regarding an integrity violation, in part, on the fact that the College had knowingly submitted inaccurate information in its compliance certification in March 2011 by not disclosing the course substitution issues. Although Dr. Walker shares responsibility for this with Dr. Atkins and probably others, the fact remains that Dr. Walker certified to SACS that the College had conducted an honest assessment of compliance and provided complete and accurate disclosure and SACS determined that this was not true and that, in fact, the College knowingly submitted inaccurate information. This similarly supports our opinion that Dr. Walker did not adequately lead, manage and supervise the College with respect to the SACS process.

B. The September 14, 2011 Letter from the Florida Department of Education.

On September 14, 2011, Gerard Robinson, the Commissioner of Education for the Florida Department of Education sent a letter to Dr. Walker and the College about the "serious administrative issues at Edison State College." A copy of this letter is attached hereto as **Exhibit 14**. Commissioner Robinson specifically addressed the course substitutions issue and the NLN accreditation issue, stating as follows:

As you are aware, I am very concerned with inappropriate lower-division course substitutions, as verified in an independent audit by the American Association of College Registrars and Admissions Officers (AACRAO). Neither Edison State College, its students nor receiving institutions are well-served by the delivery of technical degree curriculum that has been compromised by allowing the substitution of coursework that does not cover expected student learning outcomes. Additionally, the failure of the College to apply for National League of Nursing (NLN) accreditation for the Bachelor of Science in Nursing (BSN) degree in a timely manner, while leading students to believe they would be graduating from a NLN approved program, is unacceptable and poorly represents the institutional integrity expected of colleges within The Florida College System.

Commissioner Robinson requested additional documentation regarding these issues and stated that he expected to be kept fully apprised of the College's efforts to resolve these issues "in a manner that restores confidence in the institution's programs and administrative functions."

We are of the opinion that this letter from the Commissioner of Education further highlights Dr. Walker's failure of leadership, management and supervision.

C. Auditor General's November 2011 Report.

In November, 2011, the Auditor General for the State of Florida issued its report on the operational audit that it conducted of the College. A copy of the Report is attached hereto as **Exhibit 15**. The Auditor General's Report made several findings against the College. For example, the Report found that the College did not document the reasonableness of the President's compensation. The Auditor General's Report indicated that for the 2010-2011 fiscal year, the President's compensation totaled \$837,085. The Report stated that Dr. Walker's compensation was significantly higher than that paid to presidents of similarly sized or larger Florida colleges, and was the highest of any public college president in the State of Florida. The Report also noted that Dr. Walker's compensation was higher than the compensation of the 11 Florida public university presidents. In addition, the Auditor General's Report stated that Dr. Walker's \$48,360 retention bonus was reimbursed to the College by the Edison State College Financing Corporation, a College direct-support organization. The Auditor General's Report noted that it was not apparent from College records how the payment of the President's retention bonus was consistent with the stated purpose of the Financing Corporation and recommended that the College should reimburse the Financing Corporation for the retention bonus, which it subsequently did.

The Auditor General's Report also found that the College did not have adequate procedures to ensure that substitutions of classes to meet graduation requirements are consistent with Board policies. More specifically, the Auditor General's Report stated that it had reviewed 10 College approved course substitution forms, totaling 60 course substitutions and found that the 10 forms selected had not been signed by the appropriate Dean. In addition, the Report stated, among other things, that on 8 of the forms with course substitutions ranging from 3 to 10 courses each, the substituted courses did not meet the content and competencies of the program requirements in which the student was enrolled. The Report gave the example of a student who was granted approval to substitute Drawing for Principles of Banking and another student who was granted approval to substitute Introduction to Digital Photography for Principles of Banking. The Report noted that excessive or inappropriate course substitutions may fundamentally alter the content of the program requirements for the student's chosen field of study such that required core competencies of the program may not be met.

We are of the opinion that this Report from the Auditor General further demonstrates Dr. Walker's failure of leadership, management and supervision.

III. The Course Substitution Issue.

As explained above, issues related to course substitutions contributed to recommendations made in the SACS Report of the Reaffirmation Committee and the letter from the Commissioner of Education and findings in the Auditor General's Report. The College did not disclose the course substitutions issues to SACS in its Compliance Certification Report dated March 15, 2011, but did disclose the course substitutions issues to SACS in its Focused Report dated September 29, 2011. Again, both Dr. Walker and Dr. Atkins signed the Focused Report and attested to its accuracy and the completeness of its disclosures. A copy of the Focused Report is attached hereto as **Exhibit 16**. In the Focused Report, the College indicated that in December 2010 it discovered substantial irregularities in the established course substitution procedure in the AS degree in Accounting Technology, AS degree in Business Management, and the AS degree in Drafting and Design programs. On December 3, 2010, the College conducted an internal investigation to conduct interviews with key administrative and staff members, review substitutions and related reports, and reevaluate College procedures in the area. At that time, the College implemented a plan to assure ongoing compliance with internal and external standards, including a strengthened course substitution policy, and revised form. Five months later, after submitting its Compliance Certification Report, the College uncovered additional violations of its course substitution policy. On July 11, 2011, the College alerted SACS regarding the situation and Barry Goldstein, Ph.D., Vice President, SACS, advised the College to fully disclose in the Focused Report what had occurred.

We reviewed a letter from Dr. Atkins to Dr. Browder dated December 2, 2010 which discussed the course substitution issues and highlighted the very serious nature of these issues. A copy of this letter is attached hereto as **Exhibit 17**. In particular, Dr. Atkins stated that a review of the course substitutions showed "clear violations" of SACS and Florida Statutes as well as College policies and procedures for awarding degrees. Dr. Atkins also stated that these violations were "direct threats" to the College's accreditation status and had the potential to result in an integrity violation from SACS. Dr. Atkins stated that he gave this letter to Dr. Browder on December 2, 2010. Dr. Atkins also stated that he met with Dr. Browder around this same time and discussed the course substitution issues with him. Dr. Atkins indicated that in January, 2011, Dr. Browder told him he shared all of the course substitution information with Dr. Walker. Ms. Mann stated that Dr. Walker had told her that Dr. Browder had never received this letter and Dr. Walker indicated that he had not seen the letter. Ms. Fairfax indicated that Dr. Walker told her that Dr. Browder never got the December 2, 2010 letter and that he and Dr. Browder believed that the letter was created after the fact. However, Ms. Fairfax stated that she found Dr. Walker's claim odd because the very next day, Dr. Browder was present and aware of the investigation that the College conducted. This investigation was conducted by Dr. Atkins, Robert Beeson, Ph.D., Ms. Fairfax, and Ms. Mangene and consisted of approximately five interviews. These individuals kept detailed notes of these interviews and Dr. Atkins stated that those notes were shared with Dr. Browder. Ms. Fairfax stated that based on her knowledge of the relationship that Dr. Browder had with Dr. Walker, she found it hard to believe that Dr. Browder did not share the contents of the December 2, 2010 letter with Dr. Walker at the time that he received it. Similarly, Mr. Lupe. stated that he believed that Dr. Walker knew about the

course substitution issue in December 2010 and that he would be surprised if Dr. Browder did not share this letter with Dr. Walker.

We discussed the issue of course substitutions in detail with almost every person that we interviewed to get their views on this topic. During those discussions, these individuals including Ms. Fairfax, Ms. Buczyrna, Dr. Pendleton, Dr. Beeson, Dr. Atkins, Ms. Mangene, Mr. Vernon and Ms. Mann shared with us various things regarding the course substitutions issue. For example, several people described for us Dr. Pendleton's investigation into the issue after Dr. Atkins left the College and Dr. Pendleton's presentation to the Board in April 2011. Ms. Buczyrna shared with us her impressions of Dr. Walker's view on the course substitutions based on a conversation she had with him. Several people shared with us the disagreement that Dr. Atkins and Dr. Walker had on how to address the course substitution issue in the Focused Report and how to incorporate the AACRAO findings – discussed below – into the Focused Report. Several individuals also discussed with us Dr. Atkins' contacts with SACS regarding this issue and the disagreement between Dr. Atkins and Dr. Walker about how these contacts were handled.

Similar to the SACS issues, we are not in a position to address and resolve all of the myriad of issues that exist with respect to course substitutions at the College. This would be beyond the scope of what we were retained to do. For our purposes, what is relevant is the fact that this issue of course substitutions – according to the SACS Reaffirmation Committee's Report – had been occurring at least over a 3 to 4 year period and contributed to recommendations of non-compliance, including an integrity violation. We need not resolve exactly when Dr. Walker learned about these issues. In our view, the fact that these course substitutions occurred over an extended period of time that Dr. Walker was President of the College and the fact that these issues contributed to the recommendations of the SACS Reaffirmation Committee, in particular the integrity violation, demonstrate a failure by Dr. Walker in the leadership, management and supervision of the College.

IV. The Nursing Accreditation Issue.

SACS also noted the nursing accreditation issue in the Report of the Reaffirmation Committee. Similar to the Course Substitution issue, the College did not disclose this issue in its Compliance Certification Report in March 2011, but did address the issue in its Focused Report in September 2011.

In the Focused Report, the College indicated that on June 26, 2007, the College's Board of Trustees approved a motion for the College to apply for authorization to offer the BSN with a planned implementation by Fall 2009. In February of 2008, the College received approval from the Florida State Board of Education to offer the BSN degree and on February 5, 2009, SACS granted approval for the College to include the BSN program in the current scope of accreditation. In Fall 2009, the College enrolled its first BSN students.

The College also stated in the Focused Report that it had consistently indicated its intent to pursue national accreditation through the National League of Nursing Accreditation

Commission (“NLNAC”) by both applying for candidacy and completing the self-study process required by the NLNAC by 2011. The College also acknowledged that there were several communication errors regarding the candidacy status for the BSN program including a press release on June 22, 2010 that stated that the Nursing program was accredited by the NLNAC and a memorandum to students, faculty and administrators in November 2010 that incorrectly stated that the BSN program had achieved candidacy status through the NLNAC. In addition, a former Associate Dean had authorized the posting of the 2011-2012 Nursing Student Handbook online, and it was on the website for approximately two weeks before the College realized that it contained incorrect statements regarding the candidacy status of the BSN program.

The College then detailed in the Focused Report the steps that it had taken to ensure that all communications regarding the accreditation status were clear and correct. These included the following: In April of 2011, the newly appointed Associate Director informed students that the College had not yet achieved candidacy status nor would it meet the planned timeline for national accreditation by Spring 2011. On April 12, 2011, the College submitted a letter of intent to the NLNAC. On August 23, 2011, the College submitted the Candidacy Presentation to the NLNAC. Denise McNulty, Ph.D., the Associate Director of the RN to BSN Program, who had recently come to the College after having been an adjunct professor since 2004, indicated that the letter of intent and the candidacy presentation should have been submitted to the NLNAC in 2010.

Despite the fact that the College submitted its letter of intent to the NLNAC on April 12, 2011, the College failed to include the necessary candidacy fee of \$2,500.00 with that letter. The College subsequently generated a Purchase Order for this candidacy fee dated May 23, 2011 and a check to NLNAC dated June 7, 2011. The Purchase Order and Check are attached hereto as **Exhibits 18 & 19**. The check was signed by both Dr. Walker and Ms. Doeble. Ms. Doeble stated that Dr. Walker called her in April, 2011 and wanted her to check on the payment of the accreditation fee to the NLNAC for the BSN candidacy application. Dr. Walker indicated to her that the BSN program could not obtain accreditation if the College did not pay the fee. Ms. Doeble followed up on the payment and stated that it was processed in May, 2011 and paid in June, 2011.

In an e-mail dated August 12, 2011 from Dr. Walker to the Board of Trustees, Dr. Walker indicated that “[w]e have uncovered a problem in the Nursing program.” A copy of this e-mail is attached hereto as **Exhibit 20**. Dr. Walker stated that the former Associate Dean and the Dean of Professional and Technical Studies failed to submit the application for accreditation on time and that they misled students about accreditation. Dr. Walker indicated that they were working with the NLNAC to solve this issue in an urgent manner and that the Executive Director of the NLNAC was helping the College process the application on an expedited basis and that the application would be submitted that week. Dr. Walker also stated that the Florida Department of Education was providing good counsel to the College. Dr. Walker provided additional information regarding these issues to the Board of Directors in an e-mail dated August 13, 2011.

In a Memorandum dated October 28, 2011 from Dr. Walker to the Board of Trustees, Dr. Walker stated that he did not become aware of the nursing accreditation issue until August 12,

2011 when he disclosed it to the Board in an e-mail. A copy of this Memorandum is attached hereto as **Exhibit 21**. Dr. Walker specifically stated that he was not aware of the issue on August 8, 2011 when Julie Alexander, the Associate Vice Chancellor for Learning Initiatives Division of Florida Colleges, sent an e-mail to Dr. Atkins stating that she would call him on August 11, 2011.

Although it is difficult to identify the exact date when Dr. Walker learned of the nursing accreditation issues, we believe there is ample evidence that Dr. Walker was told about the nursing accreditation issues on multiple occasions prior to August 12, 2011 and that Dr. Walker's October 28, 2011 Memorandum to the Board was not accurate.

For example, Ms. Fairfax indicated that she discussed the nursing accreditation issue with Dr. Walker when she drove him home from the airport in either June or July of 2011. Ms. Fairfax could not recall the precise date that this occurred, although she did comment that it was unusual for her to pick Dr. Walker up at the airport. Based on our interview with Mr. Lupe, it appears that this occurred on July 13, 2011 because Mr. Lupe recalls Ms. Fairfax picking Dr. Walker up at the airport when Dr. Walker returned from North Carolina on that date for a press conference the following day on the course substitution issue. According to Ms. Fairfax, when she expressed concern to Dr. Walker during that conversation that the BSN program was not accredited, he responded that it was not a concern because he made sure that the necessary check was sent for the application.

Mr. Lupe stated that he discussed the nursing accreditation issue with Dr. Walker on either Friday July 15 or Monday, July 18. Mr. Lupe remembers this in part because Ms. Fairfax had sent an e-mail to him about the nursing accreditation issue on July 12, 2011 and Mr. Lupe remembers discussing that e-mail with Dr. Walker shortly thereafter. A copy of the e-mail is attached hereto as **Exhibit 22**. Mr. Lupe stated that in his discussion with Dr. Walker he indicated to Dr. Walker that the BSN program was not accredited. Dr. Walker stated that this was not a problem because the program did not have to be accredited. Mr. Lupe stated that students could not get into graduate school without graduating from an accredited BSN program. Dr. Walker stated that most of the College's BSN students wanted to work in hospitals, not go to graduate school, so this was not a problem.

Patricia Land, Ph.D. stated that she told Dr. Walker about the nursing accreditation issue in a conference call on July 8, 2011. The call occurred while Dr. Walker was on vacation in North Carolina and when Dr. Land had assumed responsibility for the College in Dr. Walker's absence. Dr. Land had recently learned of the nursing accreditation issue and convened several people to discuss and investigate the problem. At that meeting, Dr. Land indicated that they called Dr. Walker and told him about the issue. In that call, Dr. Walker was told that the College apparently had not made any progress at all in the accreditation process for the BSN program; the students were aware of the situation; and that there were documents that existed that misrepresented the College's accreditation status. Dr. Land said that it was her impression that this was the first time that Dr. Walker heard of this and stated that Dr. Walker was shocked and discouraged and offered his support.

Based on these statements and based on the statements and documentation regarding the check dated June 7, 2011 for the BSN program's accreditation application, we believe that Dr. Walker was informed about the nursing accreditation issues on several occasions prior to August 12, 2011 when he admittedly first informed the Board regarding these issues. It is not necessary for us to resolve the issue of whether Dr. Walker intentionally misled the Board and failed to inform them of this issue in a timely manner. Based on the facts we have learned, Dr. Walker either failed to inform the Board about the nursing accreditation issue when he learned of it or he failed to comprehend what several individuals have reported telling him about the nursing accreditation issue prior to August 12, 2011. Either of these things is troubling and demonstrates a failure of leadership, management and supervision of the College. In addition, these facts demonstrate a failure by Dr. Walker to keep the Board adequately informed of critical matters related to the administration of the College and critical matters that could adversely affect students.

V. The Henderson Franklin Investigation Into Allegations of Discriminatory Hiring Practices.

On March 30, 2011, the College retained the law firm of Henderson Franklin to conduct an independent investigation into complaints of discriminatory hiring practices at Edison State College. Specifically, there had been allegations that the College had engaged in racially discriminatory hiring practices in connection with the search and selection process for the Director of Student Financial Aid, the Dean for the School of Nursing and Health Professions and the Dean of the Hendry Glades Campus. On August 22, 2011, Henderson Franklin issued a report of its investigation (the "Report"). A copy of the Report is attached hereto as **Exhibit 23**. In this Report, Henderson Franklin concluded, among other things, that there are "disputed statements and documents, which if proven and accepted, could support a reasonable cause belief that race was a motivating factor in the delayed offer to Dr. Lilly [one of the candidates for the Dean for the School of Nursing and Health Professions]." In addition, Henderson Franklin concluded that there are "incidents collectively and, if proven, [which] could support a reasonable cause belief that [the College] retaliated against" both Dr. Beeson and Dr. Atkins "for complaints of racially discriminatory hiring practices at [the College]." Vicki Sproat and John Potanovic conducted the investigation for Henderson Franklin. Robert Shearman, Esq., of Henderson Franklin, acted as the liaison between Attorneys Sproat and Potanovic and the College.

According to Mr. Shearman, during the course of Henderson Franklin's investigation – and before it issued its Report – Dr. Walker became involved in monitoring the investigation and in attempting to direct the course of the investigation. In particular, as the investigation progressed, Dr. Walker began having frequent contact with Mr. Shearman to find out the status of the investigation and whether Henderson Franklin would be making any negative finding against the College. During these discussions, Dr. Walker expressed concern that Henderson Franklin was investigating allegations of retaliation against Dr. Atkins and Dr. Beeson. According to Mr. Shearman, Dr. Walker told him that Henderson Franklin had been hired to investigate alleged discrimination in hiring and not retaliation and that Henderson Franklin should not address the allegations of retaliation in its report. Mr. Lupe indicated that he also was

concerned that Henderson Franklin decided to investigate the alleged retaliation on its own without authorization from the College. Mr. Lupe stated that he would have preferred to conduct the retaliation investigation in-house because at that point in time he was concerned about the cost of Henderson Franklin's investigation and the firm's unwillingness to place any cap on their fee for those services.

Prior to issuing its Report, Henderson Franklin informed Dr. Walker, among other things, that it believed that there was evidence that race was a motivating factor in the delayed offer to Dr. Lilly for the position of Dean for the School of Nursing and Health Professions and that there was evidence that the College retaliated against Dr. Atkins and Dr. Beeson for complaints of racially discriminatory hiring practices at the College. Dr. Walker expressed to Mr. Shearman that he was extremely concerned at the use of the word "evidence." Mr. Lupe confirmed that Dr. Walker was very concerned with the use of the word "evidence." In addition, Mr. Shearman indicated that Dr. Walker told him that he was very uncomfortable with where the investigation was heading and that he did not like the idea of any adverse finding against the College. Dr. Walker also told Mr. Shearman that he did not see how Henderson Franklin could represent the College and find discrimination. Finally, Mr. Shearman understood Dr. Walker to convey to him that if Henderson Franklin was going to make any adverse finding against the College in its Report (i.e., any finding that the College engaged in discrimination in any respect) that he would have no choice but to fire Henderson Franklin. Mr. Shearman stated that he told Dr. Walker that he accepted that, but asked Dr. Walker to think about how it would look if he terminated the law firm just before the release of its Report. Mr. Shearman told Dr. Walker that it would look like he (Dr. Walker) did not like the findings that Henderson Franklin was about to make.

Mr. Shearman indicated that Mr. Lupe was present when Dr. Walker made the statements discussed above. Mr. Lupe stated that he never heard Dr. Walker threaten to fire Henderson Franklin. Mr. Lupe recalls that at one point he discussed with Dr. Walker (outside of the presence of Mr. Shearman and anyone else) the fact that, if Dr. Walker was not happy with the work that Henderson Franklin was doing, then Dr. Walker had the right and the ability to fire the law firm. However, Mr. Lupe did not believe that this was the best course of action because, among other things, it would delay the completion of the investigation. In addition, Mr. Lupe indicated that on one occasion Dr. Walker indicated that he was going to ask the law firm of Allen, Norton & Blue meet with Henderson Franklin and "lecture" them on ethics and how the law firm could not make adverse findings against the College because Henderson Franklin was the College's lawyer. Mr. Lupe indicated that he was upset at Dr. Walker's suggestion of getting Allen, Norton & Blue involved in this manner and told Dr. Walker that it would be very inappropriate to do that. To Mr. Lupe's knowledge, Dr. Walker never did have Allen, Norton & Blue contact Henderson Franklin about this issue.

According to Mr. Shearman, the day after Dr. Walker made the statement about firing Henderson Franklin, Dr. Walker, Mr. Shearman and Mr. Lupe met in Mr. Shearman's office. At that time, according to Mr. Shearman, Dr. Walker indicated that he was not firing Henderson Franklin. Instead, Dr. Walker and Henderson Franklin agreed to change the language (but not the results and the findings of the investigation) in the Report to remove the word "evidence" and to use phrases such as "disputed statements and documents, which if proven and accepted."

According to Mr. Shearman, this discussion – about what language to use in the Report – occurred between Mr. Shearman and Dr. Walker over a period of time that began before Dr. Walker stated he would terminate Henderson Franklin. Mr. Shearman indicated that the investigators, Ms. Sproat and Mr. Potanovic, were angry about changing the language. Mr. Lupe remembers a meeting with Mr. Shearman and Dr. Walker at Mr. Shearman’s office on August 17, 2011. Although Mr. Lupe does not recall any discussion of firing Henderson Franklin, he otherwise confirms that an agreement was reached between Dr. Walker and Henderson Franklin at that meeting regarding the language to use in the Report.

In addition to Mr. Shearman’s statement to us about Dr. Walker’s conduct with respect to the Henderson Franklin investigation and Report, several other individuals indicated that they also heard about Dr. Walker’s conduct in this regard. For example, Ms. Buczyna, Dr. Atkins, Dr. Beeson and Ms. Mangene each recounted an incident when Ms. Doeble allegedly made statements to them and to others indicating that she had witnessed Dr. Walker threatening Henderson Franklin if the firm did not change the findings and the language in its report. The gist of Dr. Walker’s alleged threat was that he would withhold future work from the law firm if it did not change its report. In our interview with Ms. Doeble, she denied that she made any such statements. Ms. Doeble indicated that she was present at a meeting before Henderson Franklin’s report was released when Mr. Lupe and Dr. Walker were discussing the fact that it looked like Henderson Franklin was going to find that there was some evidence of discrimination with respect to the hiring of Dr. Lilly and that Dr. Walker questioned Mr. Lupe about the meaning of the word “evidence.” Ms. Doeble stated that she shared this conversation with Dr. Atkins. Mr. Shearman indicated that since Henderson Franklin submitted its Report on August 22, 2011, the College has not retained Henderson Franklin to do any additional work for the College.

Although we are not in a position to resolve with certainty whether Dr. Walker threatened to fire Henderson Franklin or withhold work from the law firm based on its findings in its investigation into discriminatory hiring practices, we are very disturbed by Mr. Shearman’s allegations and found him to be credible. We also, however, found Mr. Lupe to be credible and believe that he did not hear what he believed to be a threat. Regardless of what precisely happened, we believe that it was inappropriate and demonstrated poor judgment for Dr. Walker to insert himself into Henderson Franklin’s investigation in the manner that he did. The College retained Henderson Franklin to conduct an independent investigation into allegations of discriminatory hiring practices. The President of the College should not attempt in any way to influence the findings or the results of that investigation or to interfere with that investigation. Indeed, the President of the College should not do anything to even create the appearance that he is attempting to influence the findings or results. Based on our investigation, we believe that at a minimum, Dr. Walker engaged in conduct that created the appearance that he was attempting to influence the findings and the results of Henderson Franklin’s investigation such that the law firm would reach a conclusion that no unlawful conduct occurred. Based on our investigation, we also believe, that although Henderson Franklin agreed to change language in the report at Dr. Walker’s request, Dr. Walker was not ultimately successful in convincing the law firm to change the results or any of the findings in its report.

Dr. Walker's conduct with respect to the Henderson Franklin investigation and report demonstrates a failure by Dr. Walker to provide effective leadership with the highest standards of ethical and moral behavior.

VI. The AACRAO Report.

As part of its efforts to address the course substitution issues, the College engaged AACRAO Consulting to conduct a comprehensive review of the College's assessment and awarding of credit process. The review, which took place August 4-8, 2011, included an evaluation of all processes related to the awarding of credit, suggestions for the resolution of incorrectly awarded credits and best practice recommendations for realigning the credit awarding practice at Edison. Michele Sandlin, an AACRAO Senior Consultant, performed the work for AACRAO, which included an onsite visit and meetings with a number of Edison employees.

On August 8, 2011, AACRAO issued its preliminary findings to the College which included the following statement: "There is a culture of fear prevalent in the staff interviewed, particularly those in the Registrar's Office, who stated a lack of trust and fear of job loss." A copy of these preliminary findings is attached hereto as **Exhibit 24**.

Around the time that AACRAO issued its preliminary findings, Dr. Walker met with Michele Sandlin to conduct an exit interview with her. Dr. Atkins spoke with Dr. Walker the next morning after the exit interview and Dr. Walker indicated that he had discussed with Ms. Sandlin the possibility of having Ms. Sandlin work at the College as a consultant in the Registrar's office for a few months to help address the problems and issues that she had identified. After the exit interview, Dr. Atkins received a voicemail message from Ms. Sandlin in which she referenced the discussion about AACRAO possibly providing interim Registrar services and in which she stated that Dr. Walker had asked her not to use the word "fear" in her report and that she had agreed to do that and, instead, refer to a lack of communication. At least twice during that message, Ms. Sandlin referred to the fact that she wanted to be "open and honest" in her communications with the College and indicated that was why she was leaving Dr. Atkins the message.

Dr. Walker also sent an e-mail to Ms. Sandlin dated August 10, 2011 in which he stated as follows: "I am pleased to learn that AACRAO can provide interim Registrar services. We will discuss the possibility of this and make a decision sometime after we review your report and our situation." A copy of this e-mail is attached hereto as **Exhibit 25**.

AACRAO issued its final report on August 22, 2011. A copy of AACRAO's final report is attached hereto as **Exhibit 26**. The final report did not contain the word "fear" or refer to a "culture of fear." The College has not retained AACRAO to provide any additional services for the College.

We attempted to interview Michele Sandlin as part of our investigation. We left voicemail messages for her on both her cell phone and on the voicemail for AACRAO's office. Bob Bontrager, Ph.D., the Senior Director of AACRAO, returned our calls to Ms. Sandlin and

stated that AACRAO was not inclined to discuss what happened in the process of preparing its report and that the report speaks for itself. Dr. Bontrager denied that there was any type of quid pro quo in which Dr. Walker would hire AACRAO to do consulting work in exchange for casting the College in a favorable light in its report. Dr. Bontrager acknowledged that he had heard this suggestion from a reporter, but stated that he did not hear anything like this from Ms. Sandlin.

Although not as egregious as his conduct with respect to Henderson Franklin, we believe that Dr. Walker's conduct with respect to the AACRAO Report also demonstrates a failure by Dr. Walker to provide effective leadership with the highest standards of ethical and moral behavior. Especially when considered in the context of Dr. Walker's conduct with respect to Henderson Franklin, Dr. Walker's actions with respect to AACRAO showed poor judgment and created the appearance that the President was attempting to improperly influence and interfere with AACRAO's investigation and conclusions with respect to the course substitution issues.

VII. The June 15, 2011 Memo.

At a Board of Trustees Meeting on April 26, 2011, Dr. Walker presented a succession plan that included, among other things, a reduction in pay of \$178,952.12. The Board voted to approve Dr. Walker's proposal. A copy of the April 26, 2011 Board Minutes are attached hereto as **Exhibit 27**. Ms. Doeble stated that after the Board meeting, she told Dr. Walker that she needed some type of documentation about his reduction so that she could book the appropriate reserve. In a Memorandum dated June 15, 2011 from Dr. Walker to Ms. Doeble – which appears on the letterhead of the law firm of Allen, Norton & Blue – Dr. Walker purported to request that the College make certain adjustments to his compensation as reflected in his contract and contract addendum. A copy of this memorandum is attached hereto as **Exhibit 28**. Dr. Walker indicated that these changes were to be made effective July 1, 2011 and did not require additional action by the Board of Trustees. Most of these changes were the same changes that the Board of Trustees had approved at its April 26, 2011 Board Meeting with one important exception. In the June 15, 2011 Memorandum, Dr. Walker wrote that an “involuntary termination of the Contract for Employment or any addendum would result in the restoration and payment of any wage reduction effectuated by this memorandum.” The Board of Trustees had not approved this at its April 26, 2011 Board Meeting or at any other time. A review of Allen, Norton & Blue's invoices reveal that Dr. Walker had the College's attorneys review and revise this June 15, 2011 Memorandum before he caused it to be forwarded to the Board of Trustees in early July, 2011. A copy of these invoices is attached hereto as **Exhibit 29**.

When Mr. Vernon saw the June 15, 2011 Memo in early July, he believed that the memorandum was not valid and did not alter Dr. Walker's compensation arrangement. Similarly, Mr. Lupe thought that the Memo was illusory in that it purported to reduce Dr. Walker's compensation without amending his contract. Mr. Vernon also was troubled that the memo appeared on Allen, Norton & Blue's letterhead and believed that the memo was contrary to the best interests of the College. Mr. Vernon followed up on the origin of the memo and questioned Allen, Norton & Blue about that work. In addition, at the time, state auditors were conducting an audit at the College and, as part of their audit, wanted to see Dr. Walker's

contract. According to Ms. Doeble, the auditors reviewed the June 15, 2011 Memo and indicated in their exit interview with the College that they were not going to include any discussion of the Memo in their audit results because they did not know what to do with the Memo. Instead, the auditors indicated that they would rely on the April 26, 2011 Board Meeting minutes and that the “legality” of the June 15, 2011 was for the College’s counsel to decide.

On September 6, 2011, Dr. Walker sent an e-mail to Mr. Vernon in which he indicated that the Board of Trustees had already approved his reduction in compensation at the April 26, 2011 Board Meeting and that his June 15, 2011 Memorandum was not necessary. A copy of this e-mail is attached hereto as **Exhibit 30**. On October 25, 2011, Dr. Walker e-mailed Ms. Doeble and told her that he had been advised this his “voluntary memo authorizing reduction of [his] compensation is not adequate to legally alter [his] contract.” A copy of this e-mail is attached hereto as **Exhibit 31**. He asked Ms. Doeble to replace the June 15, 2011 Memorandum with a copy of the minutes of the April 26, 2011 Board Meeting which set forth the terms and conditions of his voluntary reduction in compensation as part of his succession plan. At the April 26, 2011 Board Meeting, Dr. Walker did not mention – and the Board did not approve – the provision contained in the June 15, 2011 Memorandum that any involuntary termination of Dr. Walker’s contract or any addendum would result in the restoration and payment of the wage reduction.

We believe that Dr. Walker demonstrated poor judgment in the manner in which he handled the June 15, 2011 Memorandum. In particular, we believe that it was contrary to the best interests of the College for Dr. Walker to purport to reduce his salary pursuant to a memorandum without taking action to amend his contract with the College. In addition, in light of the fact that the Board had approved Dr. Walker’s proposed salary reduction at an April 2011 Board meeting without any provision for this reduction to be reinstated under any condition, we believe that it was not appropriate for Dr. Walker to then seek to include in his June 15, 2011 Memo such a provision for reinstatement of the reduction. Further, we believe it was inappropriate for Dr. Walker to have Allen, Norton & Blue – the College’s counsel – perform work on this June 15, 2011 Memo which attempted to benefit Dr. Walker at the College’s expense. We believe that this demonstrates a failure by Dr. Walker to provide effective leadership with the highest standards of ethical and moral behavior.

LEGAL ANALYSIS

As explained above, Dr. Walker’s contract consists of a one-page form contract dated April 27, 2010 (the “Contract”), an Addendum dated July 10, 2006 (the “Addendum”), an Amendment 1 dated November 27, 2007 (with an effective date of July 1, 2007) (“Amendment 1”) and an Amendment 2 dated April 27, 2010 (“Amendment 2”). Section 4 of the Contract states that the “Board may suspend or dismiss the Administrator for cause pursuant to law and rules of the State Board of Education.” The standard of “cause” is not defined in the Contract, the Addendum, Amendment 1 or Amendment 2.

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I. There Is Strong Evidence That the Contract, Addendum, and Amendments 1 and 2 Are Void.

As Henderson Franklin discussed in its Memorandum dated May 21, 2007, Florida's "Government in the Sunshine Law" provides for certain notice and disclosure requirements with respect to meetings of public boards or commissions of any state agency or authority. Fla. Stat. § 286.011. The College's Board of Trustees is subject to the Sunshine Law requirements. There are limited exceptions to the application of the Sunshine Law, but deliberations on employment contract matters is not one of the permissible exceptions. Thus, meetings by the Board of Trustees or an executive committee tasked with this issue should comply with the Sunshine law requirements. Action taken in violation of the Sunshine Law is void *ab initio*. *Town of Palm Beach v. Gradison*, 296 So.2d 473, 477 (Fla. 1974). Sunshine Law violations "can be cured by independent, final action completely in the Sunshine." *Bruckner v. City of Dania Beach*, 823 So.2d 167, 171 (Fla. 4th DCA 2002). Such action must not be merely perfunctory or ceremonious in nature. *Tolar v. School Bd. of Liberty County*, 398 So.2d 427, 429 (Fla. 1981).

It is our understanding that Dr. Walker's Contract, Addendum and Amendments 1 and 2 were discussed and considered by the Board of Trustees at workshops that were not publicly noticed. For example, with respect to Dr. Walker's contracts, Mr. Francis described how prior to retirement, he and Dr. Walker would meet with the Board of Trustees at a workshop (sometimes referred to as an executive session) and Dr. Walker would make a presentation to the Board about the terms of his contract. The Board would then comment and, on occasion, ask Dr. Walker questions. Immediately following the workshop – which was not conducted as a public meeting – the Board would convene its Board meeting – which was conducted as a public meeting. Dr. Walker's contract would be on the Board's agenda at the Board meeting, usually along with a number of other contracts up for renewal or approval. According to Mr. Francis, Dr. Walker's contract would then be approved at the public Board meeting without any substantive presentation or discussion. Mr. Francis' description of this process would encompass the time period when the President's Addendum was adopted. We have listened to the audio portion of the June 27, 2006 Board meeting when the Board approved the Addendum. There is no substantive presentation or discussion regarding the Addendum at the June 27, 2006 Board meeting. There is a reference, however, at the June 27, 2006 Board meeting of having discussed the Addendum in an executive session.

Ms. Fairfax and Ms. Doeble confirmed that this process continued from 2007 through 2010. In addition, Ms. Mann confirmed that these executive sessions occurred during her second tenure on the Board which began in 2005. Ms. Mann indicated that it was her understanding that it was permissible under the Sunshine Law to discuss personnel matters in executive session. We have listened to the audio clip of the April 27, 2010 Board meeting when the Board approved Dr. Walker's Contract and Amendment 2. There is no substantive presentation or discussion regarding the Contract or Amendment 2 at the Board meeting. We also have reviewed agendas and minutes from workshops (to the extent that they exist) and the Board meetings for the contract documents in question.

Based on these facts, we believe that there is a strong argument that Dr. Walker's Contract, Addendum and Amendments 1 and 2 are void. We were not able to fully determine exactly what was presented at private workshops as opposed to what was presented at public Board meetings. Based on what Mr. Francis told us, it appears that there was a qualitative difference between the presentation and the discussion of Dr. Walker's contract at the private workshop when compared to the public Board meeting. If it can be shown that the Board took independent action on Dr. Walker's Contract, Addendum, and Amendments 1 and 2 that was not merely perfunctory or ceremonious, it is possible that such action would cure any potential violations of the Sunshine Law. Based on the audio clips we have heard, however, it appears that the presentation and discussion of Dr. Walker's contract at public Board meetings – to the extent there was any presentation or discussion – was merely perfunctory and ceremonious.

We have found no evidence that any member of the Board of Trustees had any intent to violate the Sunshine Law. In addition, we note that the Board of Trustees did not have the benefit of Henderson Franklin's advice on that issue as contained in the firm's May 21, 2007 Memorandum. Instead, as explained above, Dr. Walker received that Memorandum in 2007 and we have found no evidence that he ever shared the Memorandum or the contents of Henderson Franklin's advice regarding the Sunshine Law with the Board.

II. There Is Cause for Dr. Walker's Termination.

Even if Dr. Walker's Contract, Addendum and Amendments 1 and 2 are valid and enforceable, we are of the opinion that cause exists for his termination. As explained above, Dr. Walker's contract documents do not define "cause." Absent an express definition of cause in an employment contract, the substantial breach of an express or implied provision therein constitutes sufficient cause to justify discharge. *Haiman v. Gundersheimer*, 177 So. 199, 201 (Fla. 1937); *Jackson County Sch. Bd. v. Golden*, 1992 WL 880775, at *5 (Fla. DOAH Case 91-4625); see also *Punkar v. King Plastic Corp.*, 290 So. 2d 505, 507 (Fla. 2d DCA 1972). Moreover, when "cause" is not defined by contract or other applicable rule, the employer has "discretion in setting standards which subject an employee to discipline." *Lee County Sch. Bd. v. Bergstresser*, 2009 WL 3083893, at *7 (Fla. DOAH 09-2414) (citing *Dietz v. Lee County Sch. Bd.*, 647 So. 2d 217, 218 (Fla. 2d DCA 1994) (Blue, J. concurring)). The standards set by the employer "must rationally and logically relate to an employee's conduct in the performance of the employee's job duties, which is concerned with inefficiency, delinquency, poor leadership, lack of role modeling, or misconduct." *Id.* (citing *State ex rel. Hathaway v. Smith*, 35 So. 2d 650, 652 (Fla. 1948)).

As the President of the College, the Contract requires Dr. Walker to perform many express and implied duties, and to uphold standards of conduct set forth by the Board and other governing bodies. Section 2 of the Contract requires Dr. Walker to fulfill those duties and responsibilities outlined in the job description established by Edison State College. Section 6 states that "[t]his contract shall include and be subject to all applicable laws enacted by the Legislature and all applicable administrative rules adopted or promulgated by the State Board of Education, the State Board of Community Colleges, the Board of Trustees of this college and each state or local government agency having jurisdiction to take action affecting the operations

of this College.” The Code of Ethics and District Board of Trustees Policy Manual are among the authorities relevant to the Board’s consideration of Dr. Walker’s performance.

As explained above, pursuant to District Board of Trustees Policy 6Hx6:1.02 and pursuant to the Classification Description of the District President position, Dr. Walker, as the President of the College, is responsible for the leadership, supervision and management of the College. In addition, pursuant to the Classification Description of the District President position, Dr. Walker is responsible for administering the College with efficiency, effectiveness and accountability, and insuring the effective administration of financial matters. Further, Dr. Walker is evaluated by the Board on, among other things, whether he provides effective leadership in accordance with the highest standards of ethical and moral behavior and whether he keeps the Board informed by reports at board meetings from various college personnel and student leaders.

There is cause for dismissal of the President if the Board finds there to have been neglect or a breach of the duties and responsibilities outlined in the Contract, or any of the standards incorporated therein. Further, the Board may exercise its discretion in determining whether there is evidence of inefficiency, delinquency, poor leadership, lack of role modeling, or other misconduct which amounts to cause for discharge.

We believe that cause exists for Dr. Walker’s termination based on a failure of leadership, management and supervision by Dr. Walker. Dr. Walker’s failure to disclose the May 21, 2007 Memorandum to the Board is extremely troubling. Based on our investigation, we have found only two individuals at the College who had knowledge that in 2007 Henderson Franklin advised the College that the Board should be provided with detailed cost information on the value of the benefits provided to the President for the Board members to fulfill their fiduciary duties to the College and that the Board’s discussions regarding the President’s contract should take place in compliance with the Sunshine Law. Those two individuals were Mr. Francis and Dr. Walker. Shortly after learning of Henderson Franklin’s advice, Mr. Francis was essentially forced to retire. As a result, Dr. Walker was the only person left at the College in 2007 who knew of Henderson Franklin’s advice. We have found no evidence that Dr. Walker ever disclosed that advice to the Board. In our opinion, this is a failure of leadership. This is a failure to ensure the administration of financial matters at the College. This is a failure to provide effective leadership with the highest standards of ethical and moral behavior. This is a failure to keep the Board informed regarding critical matters related to compliance with Florida law.

The recommendations of the SACS Report of the Reaffirmation Committee, the September 14, 2011 letter from the Florida Department of Education, the Auditor General’s November 2011 Report and the course substitution issues also demonstrate Dr. Walker’s failure of leadership, management and supervision. The On-Site Reaffirmation Committee for SACS recommended, among other things, a finding of a lack of integrity at the College. The Committee found that the College knowingly submitted inaccurate information in its compliance certification in March 2011. Dr. Walker signed the Certification Compliance certifying its accuracy. The SACS recommendations have placed both the integrity of the College and its

accreditation status in jeopardy. Although others may share in the responsibility for this, Dr. Walker – as the President – bears ultimate responsibility.

Dr. Walker's failure to inform the Board about the nursing accreditation issue when he learned of it demonstrates a failure of leadership, management and supervision of the College. It also demonstrates a failure by Dr. Walker to keep the Board adequately informed of critical matters related to the administration of the College and critical matters that could adversely affect students.

Dr. Walker's conduct with respect to the Henderson Franklin investigation and report demonstrates a failure by Dr. Walker to provide effective leadership with the highest standards of ethical and moral behavior. Dr. Walker's conduct created, at a minimum, the appearance that he was attempting to improperly influence and interfere with the findings and the results of the independent investigation into allegations of discrimination that the College engaged Henderson Franklin to perform. Similarly, Dr. Walker's conduct with respect to the AACRAO Report also shows a failure to provide effective leadership with the highest standards of ethical and moral behavior. Dr. Walker showed poor judgment with respect to his handling of the AACRAO Report and created the appearance that he was attempting to improperly influence and interfere with AACRAO's investigation and conclusions with respect to the course substitution issues. Finally, Dr. Walker's conduct with respect to the June 15, 2011 Memorandum demonstrates a failure by Dr. Walker to provide effective leadership with the highest standards of ethical and moral behavior.

For these reasons, we believe that there is cause for the termination of Dr. Walker's employment with the College. The conduct discussed above shows a pattern by Dr. Walker of failing to properly lead, supervise and manage the College. A common theme in the conduct described above is that with respect to certain issues – whether it is the advice that Henderson Franklin provided in 2007 that Dr. Walker never disclosed to the Board or the June 15, 2011 Memorandum in which Dr. Walker attempted to alter to his benefit the salary reduction that the Board had approved – Dr. Walker placed his personal, self interest above what was in the best interest of the College. Those actions represent a failure of leadership, supervision and management and is cause for the termination of his employment.

Sincerely,

FOWLER WHITE BOGGS P.A.



Carl Joseph Coleman
Cathy J. Beveridge
David C. Potter

Attachments

FOWLER WHITE BOGGS P.A.

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Addendum

Individuals Interviewed

1. Dr. Stephen Atkins, Former Vice President of Academic Affairs. Interviewed on January 11, 2012.
2. Dr. Robert Beeson, Former Lee Campus Vice President for Instruction and the District Dean of Arts and Sciences. Interviewed on January 11, 2012.
3. Dr. Bob Bontrager, Senior Director, AACRAO Consulting and SEM Initiatives. Telephone conversation on January 4, 2012.
4. Bobbie Buczyrna, Retired Faculty member. Worked on SACS from February 2011 until she resigned on October 6, 2011. Interviewed on January 6, 2012.
5. Gina Doeble, Vice President, Administrative Services. Interviewed on January 6, 2012.
6. Pamela Fairfax, Vice President, Human Resources. Interviewed on January 5, 2012.
7. Robert Forman, Esq., Associate, Henderson Franklin. Interviewed on January 12, 2012.
8. Dr. Erin Harrel, Interim Vice President, Academic Affairs and Dean, School of Education and Charter Schools. Interviewed on January 9, 2012.
9. Mary Lee Mann, Former Member and Former Chairperson, District Board of Trustees. Interviewed on January 18, 2012.
10. Alan Francis, Retired from Edison State College. Formerly the Director of Finance; Vice President of Technical Services; Vice President of Administrative Services. Interviewed on January 5, 2012.
11. Dr. Patricia Land, President, Charlotte Campus. Interviewed on January 11, 2012.
12. Mark Lupe, Esq., Vice President, Legal Affairs and General Counsel. Interviewed on January 17 and 18, 2012.
13. Pamela Mangene, Professor, Arts & Sciences. Former Manager of Academic Services. Interviewed on January 13, 2012.
14. Dr. Denise McNulty, Associate Director, RN to BSN. Interviewed on January 9, 2012.
15. Dr. Edith Pendleton, Vice President for Strategic Initiatives. Interviewed on January 10, 2011.
16. Robert Sherman, Esq., Stockholder, Henderson Franklin. Interviewed on December 29, 2011.

17. Christopher Vernon, Esq., Vernon Healy. Member, Board of Trustees. Interviewed on January 16, 2012.
18. Guy Whitesman, Esq., Stockholder, Henderson Franklin. Interviewed on January 12, 2012.
19. Kristen Zimmerman, Dean, Program Development & Baccalaureate Initiatives. Interviewed on January 17, 2012.

DRAFT Minutes
Edison State College
District Board of Trustees Special Meeting
Lee Campus – Building I, Room 223
February 7, 2012
1:00 p.m.

AGENDA ITEM: 1

The District Board of Trustees of Edison State College met in special session in Lee County, Florida, on February 7, 2012 at 1:00 p.m. with the meeting called to order by Ann Berlam, Chair.

Present: Ann Berlam, Chair
Marjorie Starnes-Bilotti, Vice Chair
Dr. Randall Parrish, Jr.
Julia Perry
Pamella Seay
Christopher Vernon
Sankey E. "Eddie" Webb, III
J. Dudley Goodlette, J.D., Interim District President
June Hollingshead, Recorder

Absent: Brian Chapman, Jr. – In Tallahassee
Others: Dr. Tom Furlong, SACS Consultant
Mr. John Hicks, Academic Search, Inc.

Pledge to Flag

Introduction of Guests and Public Comment – None

Information Reports:

1. *SACS Update Report* – (Dr. Erin Harrel)

Dr. Harrel and President Goodlette visited SACS on February 3, 2012 and reviewed SACS findings with Dr. Barry Goldstein, and how the College is addressing them. They met with Belle Wheelan, SACS President, who recognized Edison's efforts to reclaim its outstanding reputation. Dr. Harrel introduced Dr. Tom Furlong, Edison's SACS consultant, who was visiting today. Mr. Vernon requested an itemized summary of SACS progress to date at the next Board meeting. Kristen Zimmerman was named Project Manager to coordinate SACS efforts and documentation. Dr. Harrel said the College received state Department of Education approval today for its 5 baccalaureate programs in Education. Six programs are now state approved, meaning Education students will graduate with a teacher's certificate.

2. *Tallahassee Update Report* – (Mrs. Ann Berlam)

Mrs. Berlam reported on the AFC Trustees Legislative Conference in Tallahassee with Board members Chris Vernon and Pamella Seay, President Goodlette, and Bob Jones. They met Matthew Holliday, Edison's Director of Governmental Relations.

SGA students were also in Tallahassee visiting legislators, and were delighted to see President Goodlette and the Board Members. Chick Dassance reviewed the AFC's *Trustee Orientation Manual*, including history, governance of the Florida College System, and the role of Trustees. He welcomed Mrs. Berlam's suggestion to add a checklist on succession planning to the manual which will be made available to all trustees. Mrs. Berlam shared several points from the *Manual*:

- The Board should act as a unit, govern with one voice, and work as a team with common goals.
- The Board should represent the common good. Members are appointed from the communities where they reside and are ambassadors of those communities.
- The Board sets the policy direction for the College.
- The Board employs, evaluates, and supports the CEO of the College.
- The Board defines policy standards for College operations.
- The Board creates a positive climate for the College.
- The Board monitors the performance of the institution.
- Board members are advocates for the College.

The *Manual* suggests that Boards adopt a code of ethics, be familiar with the Sunshine Law, and stress the importance of professional development for Trustees.

Chancellor Randy Hanna addressed the role of Trustees to hire, evaluate, and terminate the President, to be responsible for policy and not operation of the College, and to work as a collegial body. The President should be transparent and open, make sound personnel decisions, and incorporate performance measures in how the College is doing. Chancellor Hanna also spoke about issues for the future from a state perspective, including higher education reform, student performance in that students are ready for college and for the workforce, performance-based funding, and funding for capital.

With the assistance of Matt Holliday, Board members and President Goodlette met with all legislators from the five-county district served by the College. They were recognized in the Senate and House chambers for their attendance and for the 50th anniversary of Edison State College.

Ms. Seay described the visit to Tallahassee as an extraordinary opportunity to take the Board's message to our legislators who saw the Board as engaged and involved. She also highly recommended the AFC conference.

Mr. Vernon suggested to AFC to have a list or resource of other trustees around the state available for Board members to talk to since our Board members cannot talk to each other out of the Sunshine. He volunteered to be the Board liaison to AFC which was accepted without objection.

3. *Interim District President's Report* – (Mr. J. Dudley Goodlette)

President Goodlette attended the College of Presidents meeting along with twenty-seven other College presidents. They spent an hour with Governor Rick Scott.

With the help of Teresa Morgenstern, President Goodlette has held Town Hall Meetings at the College campuses with a “looking forward” theme, and is encouraged by feedback from faculty, students, staff, and community members.

President Goodlette noted that the February 28th Board meeting on the Charlotte campus would begin at 2:00 p.m. with the Charter Schools Governing Board preceding the regular public Board meeting.

President Goodlette received a letter today from Dr. Kenneth Walker's law firm regarding the next step in the administrative hearing process, and will keep everyone apprised of this issue.

Vote to Take Action On:

Agenda Item #1. Discussion of Presidential Search Committee (Presenter: John Hicks, Academic Search, Inc.)

Since being hired two weeks ago, Mr. Hicks has met on the Charlotte campus with Dr. Land, her leadership team, student leadership, individual faculty and staff members, and talked with them about their hopes for Edison State College, presidential attributes, what opportunities the next president should be able to take advantage of, and issues to resolve. Today he met on the Lee campus with the President's Cabinet, a group of faculty and staff members, and students. He will meet tomorrow on the Collier campus.

Following the meeting cited above, Mr. Hicks will begin to draft documents to use in the search to recruit highly-qualified candidates. Community meetings should be scheduled week after next at all College locations. His goal is to meet with the Presidential Advisory Search Committee on February 23, 2012 to review his documents and to officially launch the presidential search.

Mr. Hicks noted the common attributes discussed for the next President: someone who is transparent; able to assess where the College is with its many projects and take steps to see that they are supported; open to shared governance; committed to open and clear communication with the goal of taking Edison to the next level; able to repair any damage to the College's reputation, renew community relationships and partner in economic development.

Mr. Hick's goal today is to address how to move forward:

1. Appoint a diverse search committee composed of members from each of the campuses, representatives from the community, students, faculty, staff,

administrators, and Board of Trustees with those members being recommended by each specific group. Board members will suggest community representatives.

2. Have a clear charge from the Board to the committee. The Board is the only body who can appoint the next President. Its primary duty is to appoint, support, and evaluate a President. By investing in a committee, the Board will also listen to their counsel. The charge is to bring a list of at least three and not more than five unranked finalists. The Board reserves the right to ask for more names.

When Mr. Hicks assisted with an FSU search committee, the Chairman of the Board was also the Chair of the search committee, and worked very well there. His recommendation specifically would be that the Chair of the Board of Trustees would also be the Chair of the search committee, that there would be three faculty members appointed, four community members appointed, two staff members appointed, one administrator, and one student. A committee of twelve people would allow some ability to move quickly and communicate well as a committee. And because of the essence of time, it was his recommendation that the names from the various constituent groups be forwarded to Chair, Ann Berlam, and that she have the responsibility to name this committee so that it could meet on February 23rd sometime around noon.

MOTION by Marjorie-Starnes Bilotti, seconded by Chris Vernon, to accept John Hicks' proposal with respect to the Presidential Advisory Search Committee, as to its number of members, as to the composition of the committee, as to the Board of Trustees Chairman being the Chairman of the advisory committee, who will also designate the other committee members.

Mr. Vernon questioned the split of one candidate between Hendry and Glades counties, and if Dr. Parrish or Mrs. Perry would like to push for a thirteenth member to ensure one community member from each county. Dr. Parrish was satisfied with twelve members.

Mrs. Perry asked how she and Dr. Parrish should communicate with each other. Mr. Lupe said that they cannot confer outside of a public meeting. They would have to confer now, or each make their separate recommendations as to who would best represent both counties with possible crossover between the two.

Mr. Lupe said the best way to proceed is for Board members to give their names to President Goodlette. Ms. Seay expressed her concern with shortchanging the community by only having four community members and said that the Board may want to consider a committee of fifteen to eighteen persons or more.

Mrs. Perry requested that Glades County have a representative on the committee. She moved to amend the motion to include representatives from each of the five

counties served by the College. Ms. Starnes-Bilotti as the maker of the motion and Mr. Vernon as the seconder agreed to the amendment to the original motion.

Mrs. Berlam reiterated that the search committee will not select the President. The Board selects the president. The search committee is a vehicle, an advisory committee to the Board, who will bring three to five names to the Board in meetings which are open to the public.

CALL OF THE QUESTION. MOTION by Mrs. Starnes-Bilotti who moved to call the question. The motion carried, with one negative vote by Ms. Seay.

MOTION AS AMENDED by Mrs. Perry to establish a presidential search committee comprised of five community members; three faculty members; two staff members; one administrator; one student; and the chair of the committee being the Chair of the District Board of Trustees for a total of thirteen members. Each constituent group shall recommend candidates with board members recommending community members. The Chair of the Committee shall name the committee from the recommendations submitted. The committee should represent the diversity of the College and the community. Recommendations should be submitted to President Goodlette. Motion carries with one negative vote by Ms. Seay.

Board Member Comments

- Mr. Webb asked Mrs. Doeble and Mr. Lupe to prepare another presentation about the ESC Financing Corporation for the February 28, 2012 Board meeting. Any Trustee concerns should be forwarded to President Goodlette before the meeting so that the staff will have a chance to address them.
- Mrs. Berlam asked that the Financing Corporation presentation be made under the "Professional Development Discussion" agenda section.
- President Goodlette noted that the ESC Financing Corporation will meet on the Lee Campus Friday, February 10, 2012 and all are welcome to attend.
- Mrs. Berlam reminded everyone that the next Board meeting on the Charlotte Campus would begin at 2:00 p.m.
- Mrs. Berlam informed everyone that Brian Chapman has been named as Board Liaison to the Edison State College Foundation, Inc.

Adjournment MOTION by Randy Parrish, seconded by Julia Perry, to adjourn the meeting. Approved unanimously. The meeting was adjourned at 2:02 p.m.

Ann Berlam, Chair
District Board of Trustees

Marjorie Starnes-Bilotti, Vice Chair
District Board of Trustees

Date

Date

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 2

Approval of Revision to District Board Policy 6Hx6:1.03-
Edison State College Foundation, Inc.

RECOMMENDATION:

The Administration recommends District Board of Trustees
approval of the revisions to District Board Policy 6Hx6:1.03

STAFF ANALYSIS:

Pursuant to Section 1004.70(1)(a), Florida Statutes, the District Board of Trustees of Edison State College has previously certified the Edison State College Foundation, Inc. as a College Direct Support Organization ("DSO"). The proposed revisions to District Board Policy 6Hx6:1.03 will remove surplus and unnecessary language pertaining to Sunshine Law compliance and emphasize compliance with SACS Comprehensive Standard 3.2.13 by requiring that the DSO is operating in a manner which is consistent with the College's mission and by describing the liability associated with that relationship.

Revised District Board Policy 6Hx6:1.03 is recommended for approval.

FISCAL IMPACT _____ Yes _____ No _____ X N/A

Funding Source: _____ Amount: \$ _____
Will this action result in a Budget Amendment? _____ Yes _____ X No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Mark E. Lupe, Esq. by JYH
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY: Chris Doeber
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

TITLE: EDISON STATE COLLEGE FOUNDATION, INC.

AUTHORITY: Florida Statute 1001.64; 1004.70

POLICY:

Pursuant to Florida Statute 1004.70, the Edison State College District Board of Trustees may certify, as a direct support organization, Edison State College Foundation, Inc. (Foundation), whose purpose is to provide funds for student scholarships, instructional services, the Barbara B. Mann Performing Arts Hall, and other proper activity of Edison State College. The District President of the College is authorized to implement the Board's procedures and guidelines to allow the Foundation the use of property, facilities and personal services pursuant to the provisions of Florida Statute 1004.70. In order to use such property, facilities and personal services, the Foundation shall:

1. Maintain exemption from Federal income tax as an organization described in section 501 (c) (3) of the Internal Revenue Code.
2. Provide that the College District President and Chairman of the District Board of Trustees, or trustee designee, serve on the Board of Directors and the executive committee of the Board of Directors of the Foundation.
3. Employ an independent auditing firm, and submit annual audited financial statements and management letters to the District Board of Trustees and the District President of the College.
4. Submit the annual budget to the District Board of Trustees.
5. Provide in its By-Laws that the Executive Director of the Foundation shall be appointed by, and be responsible to, the District President of Edison State College.
6. Adopt and maintain an investment policy as approved by the District Board of Trustees.
7. Operate in accordance with ~~Florida Statute Section 286.011, Florida Statutes (the Sunshine Law), as required by the Attorney General's opinion, dated June 27, 1990, and the opinion of the General Council of the Florida Department of Education, dated October 19, 1990.~~
8. Operate in a manner consistent with the mission of Edison State College and the goals of the Florida College System institution and in the best interest of the state.

Effective Date: 8/17/95; Rev. 6/19/97; Rev. 2/23/99; Edit 08/23/05; Rev. 11/27/07; Edit 02/28/12

TITLE: EDISON STATE COLLEGE FOUNDATION, INC.

9. The Foundation shall not accept any gift, donation, grant, enter into any transaction or contract that creates any liability for the College, without advance written approval by the President of College.

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 3

Approval of Revisions to District Board Policy 6Hx6:1.04 –
Board Agendas

RECOMMENDATION:

The Administration recommends District Board of Trustees
approval of the revisions to District Board Policy 6Hx6:1.04.

STAFF ANALYSIS:

At the request of the District Board of Trustees existing Board Policy 6Hx6:1.04 has been amended to reflect the following changes to the presentation of business at the Regular Meetings of the District Board of Trustees:

- a. Call to order
- b. Pledge of Allegiance to the flag
- c. Reports to the District Board of Trustees
- d. ~~Announcement of workshops~~ New Business
- e. ~~Information and discussion~~ Old Business
- f. ~~Consent agenda and action agenda~~ Other Business
- g. Adjournment

Revised District Board Policy 6Hx6:1.04 is recommended for approval.

FISCAL IMPACT _____ Yes _____ No X N/A

Funding Source: _____ Amount: \$ _____

Will this action result in a Budget Amendment? _____ Yes _____ No

If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Mark E. Lipe, Esq. by Lyle
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY: Shirley D. ...
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

TITLE: BOARD AGENDAS

AUTHORITY: Florida Statutes 1001.61(4)(5); 1001.64; 1001.65 State Board of Education Rule 6A-1 4.0261

POLICY:

1. The District President of the College in consultation with the Chair of the District Board of Trustees shall prepare the agenda for all District Board of Trustees meetings in the following order:
 - a. Call to order
 - b. Pledge of Allegiance to the flag
 - c. Reports to the District Board of Trustees
 - d. ~~Announcement of workshops~~ New Business
 - e. ~~Information and discussion~~ Old Business
 - f. ~~Consent agenda and action agenda~~ Other Business
 - g. Adjournment
2. The agenda for all regular meetings of the District Board of Trustees shall be prepared for delivery to all District Board of Trustees members at least five (5) calendar days prior to the District Board of Trustees meeting. The agenda shall list the specific items to be considered.
3. Agenda items having a direct fiscal impact in excess of fifteen thousand dollars (\$15,000) shall include on the agenda cover page a concise identification of the dollar amount of the impact and an identification of the fund from which the amount will be paid.
4. Once the agenda is published, changes in the agenda shall only be made for good cause as determined by the District President in consultation with the Chair of the District Board of Trustees.
5. The meeting and workshop agendas and available backup materials shall be posted on the College's website and shall also be available to the public in the libraries located on the Charlotte County, Collier County, and Lee County Campuses as well as the Henry/Glades Center. In addition, the approved minutes of all workshop and regular meetings of the District Board of Trustees shall be posted on the College's website and shall also be available to the public in the College's libraries located on the Charlotte County, Collier County and Lee County Campuses as well as the Henry/Glades Center within fifteen calendar days of their approval by the District Board of Trustees.

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 4

Approval of Revisions to District Board Policy 6Hx6:1.05 –
Edison State College Financing Corporation

RECOMMENDATION:

The Administration recommends District Board of Trustees approval of the revisions to District Board Policy 6Hx6:1.05.

STAFF ANALYSIS:

Pursuant to Section 1004.70(1)(a), Florida Statutes, the District Board of Trustees of Edison State College has previously certified the Edison State College Financing Corporation as a College Direct Support Organization (“DSO”). The proposed revisions to District Board Policy 6Hx6:1.05 will remove surplus and unnecessary language pertaining to Sunshine Law compliance and emphasize compliance with SACS Comprehensive Standard 3.2.13 by requiring that the DSO operate in a manner which is consistent with the College’s mission and by describing the liability associated with that relationship.

Revised District Board Policy 6Hx6:1.05 is recommended for approval.

FISCAL IMPACT _____ Yes _____ No _____ X N/A

Funding Source: _____ Amount: \$ _____
Will this action result in a Budget Amendment? _____ Yes _____ No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Mark E. Lupe, Esq. by Jyh
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY: [Signature]
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

TITLE: EDISON STATE COLLEGE FINANCING CORPORATION

AUTHORITY: Florida Statute 1001.64; 1004.70

POLICY:

Pursuant to Section 1004.70, Florida Statutes, the Edison State College District Board of Trustees has certified Edison State College Financing Corporation ("Financing Corporation"), as a community college direct support organization, whose purposes are to (i) provide housing opportunities for the students of the College; (ii) to finance capital projects to meet current and future needs of the College, such as student housing, parking facilities, and/or other improvements; (iii) manage and invest funds held by it; (iv) operate or administer contracts for auxiliary enterprises and (v) any other proper activity of Edison State College.

The District President of the College is authorized to implement the Board's procedures and guidelines to allow the Financing Corporation the use of property, facilities and personal services pursuant to the provisions of Section 1004.70, Florida Statutes, as may be amended. In order to use such property, facilities and personal services, the Financing Corporation shall:

1. Maintain exemption from Federal income tax as an organization described in section 501(c) (3) of the Internal Revenue Code.
2. Maintain bylaws which provide that (i) the College District President or his or her designee and (ii) a designee of the Chairman of the District Board of Trustees, will serve as members of the board of Directors and the Executive Committee of the Financing Corporation.
3. Employ an independent auditing firm, and submit (i) annual audited financial statements and management letters, (ii) a copy of the Financing corporation's Form 1023 Application for Recognition of Exemption filed with the IRS and (iii) annual Form 990's as filed with the IRS, to the District Board of Trustees and the District President of the College.

TITLE: EDISON STATE COLLEGE FINANCING CORPORATION

4. Submit an annual budget to the District Board of Trustees.
5. Provide in its By-Laws that the President of the Financing Corporation shall be appointed by, and shall be responsible to, the District President of Edison State College.
6. Adopt and maintain an investment policy as approved by the District Board of Trustees.
7. Operate in accordance with ~~Florida Statute Section 286.011, Florida Statutes~~ (the Sunshine Law). ~~as required by the Attorney General's opinion, dated June 27, 1990, and the opinion of the General Council of the Florida Department of Education, dated October 19, 1990.~~
8. Operate in a manner consistent with the mission of Edison State College and the goals of the Florida College System institution and in the best interest of the state.
9. Not undertake any activity or enter into any transaction or contract that creates any liability for the College, without advance written approval by the President of College.

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 5

Approval of Revisions to District Board Policy 6Hx6:1.07-
Auxiliary Enterprise Funds

RECOMMENDATION:

The Administration recommends District Board of Trustees
approval of the revisions to District Board Policy 6Hx6:1.07.

STAFF ANALYSIS:

Existing Board Policy 6Hx6:1.07 authorizes the transfer of “. . . funds of the College that are not (i) derived from tuition revenues; (ii) appropriated for designated purposes; (iii) pledged to secure obligations of the College, or if pledged, are in excess of amounts necessary to pay such obligations in the current fiscal year or (iv) otherwise legally or contractually restricted as to use.” (“Legally Available Auxiliary Enterprise Funds ”). At the request of the District Board of Trustees existing Board Policy 6Hx6:1.07 has been amended to require the prior express approval of the District Board of Trustees before any further Legally Available Auxiliary Enterprise Funds are transferred by the College to the Edison State College Financing Corporation.

Revised District Board Policy 6Hx6:1.07 is recommended for approval.

FISCAL IMPACT _____ Yes _____ No X N/A

Funding Source: _____ Amount: \$ _____
Will this action result in a Budget Amendment? _____ Yes _____ No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Mark E. Lufe, Esq. by JYH
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY: Michelle
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

**TITLE: TRANSFER OF FUNDS FROM THE EDISON STATE COLLEGE
AUXILIARY ENTERPRISE FUND**

AUTHORITY: Florida Statute 1001.64; 1004.70

POLICY:

Pursuant to Section 1004.70, Florida Statutes, the Edison State College District Board of Trustees has certified Edison State College Financing Corporation (“Financing Corporation”), as a community college direct support organization of Edison State College (the “College”), whose purposes include, but are not limited to, managing and investing funds on behalf of the College and operating or administering contracts for the College’s auxiliary enterprises.

Subject to the prior express approval of the District Board of Trustees, ~~¶~~the District President of the College, or his or her designee, is authorized to transfer “Legally Available Auxiliary Enterprise Funds” to the Financing Corporation, which the Financing Corporation shall hold, invest and use exclusively for the benefit of the College. For purposes of this policy, the term “Legally Available Auxiliary Enterprise Funds” shall mean all funds of the College that are not (i) derived from tuition revenues; (ii) appropriated for designated purposes; (iii) pledged to secure obligations of the College, or if pledged, are in excess of amounts necessary to pay such obligations in the current fiscal year or (iv) otherwise legally or contractually restricted as to use.

In order to remain eligible to receive or to continue to receive such “Legally Available Auxiliary Enterprise Funds”, the Financing Corporation must at all times:

1. Continue to be designated as a community college direct support organization of Edison State College; and
2. Be in compliance with each of the requirements of the College’s Policy entitled “EDISON STATE COLLEGE FINANCING CORPORATION”, effective November 27, 2007.

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 6

Approval of Revisions to District Board of Trustees Policy 6Hx6:5.02 –
Employment of Personnel

RECOMMENDATION:

The Administration recommends District Board of Trustees
approval of the revisions to Board of Trustees Policy 6Hx6:5.02

STAFF ANALYSIS:

Over the past year the District Board of Trustees has discussed a need to limit, by Board Policy, the practice of granting multiple year contracts to administrative personnel. The District Board of Trustees has also discussed the need to limit the use of special allowances in such contracts. The proposed revisions to Board of Trustees Policy 6Hx6:5.02 address these concerns.

The proposed revisions to Board of Trustees Policy 6Hx6:5.02 address these concerns. It is recommended that this action be approved.

FISCAL IMPACT _____ Yes _____ No X N/A

Funding Source: _____ Amount: \$ _____
Will this action result in a Budget Amendment? _____ Yes _____ No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Mark E. Lupe, Esq. by Jyft
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY: Chris Dreber
Vice President, Administrative Services

APPROVED FOR AGENDA BY: _____
Interim District President

TITLE: EMPLOYMENT OF PERSONNEL

AUTHORITY: Florida Statute 1001.64(18); 1001.65(3); 1012.81-83; 1012.855-875

POLICY:

The following policies of the College are established regarding employment of personnel:

1. To be an equal access/equal opportunity employer and to hire individuals upon the basis of their qualifications, suitability, and ability to do the job that is vacant. Unless otherwise provided in writing, employment with the College is considered at-will so that either party may terminate the relationship at any time.
2. To separate employment because of an employee's resignation, termination, retirement, the expiration of an employment contract or a reduction in the work force. Termination can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason.
3. To pay compensation and benefits, which are nondiscriminatory and competitive with rates and benefits being paid for similar jobs by other employers in the labor market. However, all policy decisions regarding compensation and benefits must take into consideration the College's overall economic condition and competitive position. The College will pay employees on a regular basis and in a manner so that the amount, method, and timing of such payments comply with any applicable laws or regulations.
4. To provide vacation, sick, jury/court-related, workers' compensation leaves; other leaves of absence and holidays in accordance with established guidelines.
5. To implement fair and effective personnel policies and other conditions relating to the employment of personnel and to require all employees to serve the College's best interest.
6. Notwithstanding the provisions of Policy 6Hx6:1.02, employment contracts shall not be for a term in excess of one year in duration nor shall any development allowance; housing allowance; automobile or travel allowance; or other allowance or other special benefit of employment not otherwise extended to all College administrative personnel be granted by contract without the prior approval of the District Board of Trustees.

The District President is authorized by the District Board of Trustees to establish procedures to implement these policies, to execute all employment contracts and appointments, to establish compensation and to make adjustments in the staffing as deemed necessary for carrying out the mission of the College.

Effective Date: 11/21/96; Ed. 11/25/97; Ed. 7/14/98; Edit 08/23/05; Edit 02/28/12

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 7

Approval of a revised Memorandum of Understanding ("MOU")
with the Edison State College Foundation, Inc.

RECOMMENDATION:

The Administration recommends District Board of Trustees
approval of the revised Memorandum of Understanding with
the Edison State College Foundation, Inc..

STAFF ANALYSIS:

The District Board of Trustees Edison State College, Florida and the Edison State College Foundation, Inc. have previously entered into a memorandum of understanding setting forth the relationship between the College and the Direct Support Organization. SACS Comprehensive Standard 3.2.13 addresses institution-related foundations and provides:

Comprehensive Standard: Any institution-related foundation not controlled by the institution has a contractual or other formal agreement that (a) accurately describes the relationship between the institution and the foundation, and (b) describes any liability associated with that relationship. In all cases, the institution ensures that the relationship is consistent with its mission.

The revised MOU has been prepared to address an identified deficiency in the current MOU which did not adequately address SACS Comprehensive Standard 3.2.13. It is recommended that this action be approved.

FISCAL IMPACT _____ Yes _____ No X N/A

Funding Source: _____ Amount: \$ _____

Will this action result in a Budget Amendment? _____ Yes _____ No

If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Mark E. Lufke, Esq. by JYH
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY: Chris Doeber
Vice President, Administrative Services

APPROVED FOR AGENDA BY: _____
Interim District President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between The District Board of Trustees of Edison State College, Florida ("College") and the Edison State College Foundation (the "Foundation") and is effective on the 1st day of March 2012.

WITNESSETH:

WHEREAS, the purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation, cooperation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof; and

WHEREAS, College is a Florida College System institution as set forth in Section 1000.21(3)(f), Florida Statutes, and is constituted as a political subdivision of the State of Florida; and

WHEREAS, Section 1004.65, Florida Statutes, provides that each Florida College System institution shall be governed by a district board of trustees under statutory authority and rules of the State Board of Education and shall consist of the county or counties served by the institution pursuant to Section 1000.21(3), Florida Statutes and be an independent, separate, legal entity created for the operation of a Florida College System institution; and,

WHEREAS, the Foundation is a separate legal entity from the College and was organized and incorporated in 1966 pursuant to the provisions of Chapter 617, Florida Statutes, as a Florida not for profit corporation and has received a designation as a tax exempt entity in recognition that it is organized and operated exclusively for exempt purposes set forth in Section 501(c)(3); and,

WHEREAS, Section 1004.70, Florida Statutes, provides for the creation of Florida College System institution Direct Support Organizations ("DSO") and provides for the creation of a DSO through certification by a Florida College System institution board of trustees that such corporation is operating in a manner consistent with the goals of the Florida College System institution and in the best interest of the state; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the College and the Foundation do hereby agree as follows:

1. **LEGAL STATUS OF EDISON STATE COLLEGE AND THE EDISON STATE COLLEGE FOUNDATION.**

The foregoing recitals are true and correct and are herein incorporated by reference. The parties recognize that the College, a political subdivision of the State of Florida, and the Foundation, a Florida not for profit corporation, are separate legal entities. Neither the Foundation nor the College shall have any liability for the obligations, acts or omissions of the other party. The Foundation shall not accept any gift, donation, grant or enter into any transaction that creates any liability for the College, without advance written approval by the President of College. Similarly, the College shall not undertake

any activity or enter into any transaction that creates any liability for the Foundation without advance written approval by the President of the Foundation.

2. FOUNDATION NAME AND LOGOTYPE

Consistent with its mission to help to advance the plans and objectives of the College, the Foundation is granted the use of the name, Edison State College Foundation; the Foundation has the authority to use the College's name and logotype and other identifying marks in the promotion of its business and activities.

3. COLLEGE GOVERNANCE

The College's Board of Trustees (henceforth referred to as "Trustees") is responsible for overseeing the mission, leadership and operations of the College and for setting priorities and long-term plans for the College.

4. THE FOUNDATION RELATIONSHIP TO THE COLLEGE

The Foundation's Board of Directors (henceforth referred to as the "Board") is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts consistent with donor intent.

The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the Board's fiduciary responsibilities, including expectations of individual Board members based upon ethical guidelines and policies.

The Foundation agrees to abide by the District Board of Trustees Policy 6Hx6:1.03 and the provisions of Section 1004.70, Florida Statute.

5. THE COLLEGE RELATIONSHIP TO THE FOUNDATION

The President of the College is responsible for communicating the College's priorities and long-term plans, as approved by the Trustees, to the Foundation.

The College recognizes that the Foundation is a private corporation with the authority to keep all records and data confidential consistent with the law.

The Vice President of Development, reporting to the President of the College is responsible for all activities related to soliciting private support, establishing productive relationships with external groups, reporting of gifts and Foundation development.

The President of the College shall serve as a member of the Foundation Board, with voting rights, and shall assume a prominent role in fundraising activities.

The Chair of the College's Board of Trustees, or his/her designee, shall serve as a member of the Foundation Board, with voting rights.

Memorandum of Understanding

The College shall make available to the Foundation the use of property, facilities, and personal services subject to any established policies or procedures applicable to such property, facilities, and personal services. There shall be separate agreements between the College and the Foundation concerning the use of such property, facilities, and personal services and the compensation to be paid by the Foundation to the College for the use of the property, facilities, and personal services.

The College will employ, evaluate and compensate the Vice President of Development as it deems appropriate.

6. FOUNDATION RESPONSIBILITIES

Fundraising

The Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of the College, based on needs and goals set by the College's President. Foundation funds are acknowledged by the College and the Foundation to be supplementary to state appropriated, county appropriated and tuition funds and are not a substitute thereof.

The VP of Development, in consultation with the College President and Foundation Board, is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of the College's mission. These programs include but are not limited to annual giving, major gifts, planned gifts, special projects, private foundation solicitations and campaigns as appropriate.

The Foundation will establish, adhere to and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and the College and provide appropriate recognition and stewardship of such gifts.

The College recognizes that the Foundation bears the major responsibility for private sector fundraising. College representatives will coordinate fundraising initiatives including major gifts solicitations with the Foundation.

The College President will work in conjunction with the leadership of the Foundation Board and the VP of Development to identify, cultivate and solicit prospects for private gifts.

The Foundation shall establish and enforce policies to protect donor confidentiality and rights.

Asset Management

The Foundation will establish asset allocation, disbursement and spending policies that adhere to applicable federal and state laws.

The Foundation will receive, hold, manage, invest and disperse contributions of cash, securities, patents, copyrights and other forms of property, including immediately vesting

Memorandum of Understanding

gifts and deferred gifts that are contributed in the form of planned and deferred gift instruments.

The Foundation will engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records and will provide the College with a copy of the annual audited financial statements, including management letters and comply with all requirements mandated by law.

Transfer of Funds

The Foundation is the primary depository of private gifts and will transfer funds to the College in compliance with applicable laws, College policies and gift agreements.

When distributing gift funds to the College, the Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. The College will abide by such restrictions and provide appropriate documentation.

The Foundation's disbursements to and or on behalf of the College must be reasonable business expenses that support the College, are consistent with donor intent and do not conflict with the law.

Foundation Funding and Administration

The Foundation is responsible for establishing an annual budget.

The Foundation shall own and maintain, at its own expense, copies of the plans, budgets and donor and alumni records developed in connection with the performance of its obligations.

The Foundation will provide access to data and records to the College for College purposes. The Foundation will provide copies of its annual report to the College.

To ensure effective achievement of this Memorandum of Understanding, the College and the Foundation officers and Board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

7. TERM

This agreement shall be for a term of one year and shall thereafter automatically renew for successive one year terms unless either party gives the other written notice of nonrenewal at least 30 days before the commencement of the renewal term.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers

Memorandum of Understanding

Chair, Edison State College Foundation
Board of Directors

Date: _____

Interim District President,
Edison State College

Date: _____

Chair, Edison State College
Board of Trustees

Date: _____

Acting Vice President of Development
Edison State College Foundation

Date: _____

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 8

**Approval of a Revised Memorandum of Understanding ("MOU")
with the Edison State College Financing Corporation**

RECOMMENDATION:

The Administration recommends District Board of Trustees
approval of the revised Memorandum of Understanding with
the Edison State College Financing Corporation.

STAFF ANALYSIS:

The District Board of Trustees Edison State College, Florida and the Edison State College Financing Corporation have previously entered into a memorandum of understanding setting forth the relationship between the College and the Direct Support Organization. SACS Comprehensive Standard 3.2.13 addresses institution-related Foundations and provides:

Comprehensive Standard: Any institution-related foundation not controlled by the institution has a contractual or other formal agreement that (a) accurately describes the relationship between the institution and the foundation, and (b) describes any liability associated with that relationship. In all cases, the institution ensures that the relationship is consistent with its mission.

The revised MOU has been prepared to address an identified deficiency in the current MOU which did not adequately address SACS Comprehensive Standard 3.2.13. It is recommended that this action be approved.

FISCAL IMPACT _____ Yes _____ No _____ X _____ N/A

Funding Source: _____ Amount: \$ _____
Will this action result in a Budget Amendment? _____ Yes _____ No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Mark E. Lupe, Esq. by JH
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY: [Signature]
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between The District Board of Trustees of Edison State College, Florida ("College") and the Edison State College Financing Corporation (the "Financing Corporation") and is effective on the 1st day of March 2012.

WITNESSETH:

WHEREAS, the purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation, cooperation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof; and,

WHEREAS, College is a Florida College System institution as set forth in Section 1000.21(3)(f), Florida Statutes and is constituted as a political subdivision of the State of Florida; and,

WHEREAS, Section 1004.65, Florida Statutes, provides that each Florida College System institution shall be governed by a district board of trustees under statutory authority and rules of the State Board of Education and shall consist of the county or counties served by the institution pursuant to Section 1000.21(3), Florida Statutes and be an independent, separate, legal entity created for the operation of a Florida College System institution; and,

WHEREAS, the Financing Corporation is a separate legal entity from the College and was organized and incorporated in 2007 pursuant to the provisions of Chapter 617, Florida Statutes, as a Florida not for profit corporation and has received a designation as a tax exempt entity in recognition that it is organized and operated exclusively for exempt purposes set forth in Section 501(c)(3); and,

WHEREAS, Section 1004.70, Florida Statutes, provides for the creation of Florida College System institution Direct Support Organizations ("DSO") and provides for the creation of a DSO through certification by a Florida College System institution board of trustees that such corporation is operating in a manner consistent with the goals of the Florida College System institution and in the best interest of the state; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the College and the Financing Corporation do hereby agree as follows:

1. **LEGAL STATUS OF EDISON STATE COLLEGE AND THE EDISON STATE COLLEGE FINANCING CORPORATION.**

The foregoing recitals are true and correct and are herein incorporated by reference. The parties recognize that the College, a political subdivision of the State of Florida, and the Financing Corporation, a Florida not for Profit Corporation, are separate legal entities. Neither the Financing Corporation nor the College shall have any liability for the obligations, acts or omissions of the other party. The Financing Corporation shall not undertake any activity or enter into any transaction or contract that creates any liability for the College, without advance written approval by the President of College. Similarly,

the College shall not undertake any activity or enter into any transaction or contract that creates any liability for the Financing Corporation without advance written approval by the President of the Financing Corporation.

2. FINANCING CORPORATION NAME AND LOGOTYPE

Consistent with its mission to help to advance the plans and objectives of the College, the Financing Corporation is granted the use of the name, Edison State College Financing Corporation; the Financing Corporation has the authority to use the College's name and logotype and other identifying marks in the promotion of its business and activities.

3. COLLEGE GOVERNANCE

The College's District Board of Trustees (henceforth referred to as "Trustees") is responsible for overseeing the mission, leadership and operations of the College and for setting priorities and long-term plans for the College.

4. THE FINANCING CORPORATION RELATIONSHIP TO THE COLLEGE

The Financing Corporation's Board of Directors (henceforth referred to as the "Board") is responsible for the control and management of all assets of the Financing Corporation.

The Financing Corporation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the Board's fiduciary responsibilities, including expectations of individual Board members based upon ethical guidelines and policies.

The Financing Corporation agrees to abide by the District by the District Board of Trustees Policy 6Hx6:1.05 and the provisions of Section 1004.70, Florida Statutes.

5. THE COLLEGE RELATIONSHIP TO THE FINANCING CORPORATION

The District President of the College is responsible for communicating the College's priorities and long-term plans, as approved by the Trustees, to the Financing Corporation.

The College recognizes that the Financing Corporation is a private corporation with the authority to keep all records and data confidential consistent with the law.

The District President of the College is responsible for all activities related to the control and management of all assets of the Financing Corporation including the development of student housing.

The District President of the College shall serve as a member of the Financing Corporation Board, with voting rights, and shall assume a prominent role in all corporate activities. In addition, the District President shall appoint two members of the Financing Corporation Board.

The Chair of the College's Board of Trustees shall appoint two members of the Financing Corporation Board, with voting rights.

6. FINANCING CORPORATION RESPONSIBILITIES

Management and Operation of Student Housing

The Financing Corporation will provide housing opportunities for the students of the College. The Financing Corporation will be the sole and exclusive manager of any on-campus student housing facilities with all rights to undertake and perform all marketing, leasing, maintenance and servicing duties and operations of the student in accordance with the terms hereof and the respective year's approved budget. The relationship between Financing Corporation and College shall be that of an independent contractor.

In operating and managing the student housing the Financing Corporation shall:

Work in collaboration with the College to create a unique living learning environment for students; and,

Maintain good, business-like relations with the residents and ensure that all office personnel are using professional rental and resident relations techniques and staff, and operate a leasing and management office during normal business hours, accept, record and attend to necessary complaints and service requests and perform all obligations under the agreements with the student residents. Staff shall ensure that all residents comply with the terms of their agreements and with all adopted rules and regulations with respect to the Community from time to time; and,

Maintain the student housing facilities in a first class condition and consistent with maintenance practices of other similar class student housing projects; and,

In compliance with the approved budget, negotiate and enter into service contracts, utility agreements and other contracts in the ordinary course of business of operating student housing; and,

Collect, in the prudent course of business, enforce the collection of all rents, receivables and other charges as they become due; and,

Take such action as may be necessary or appropriate to comply with, and to cause resident(s), all service providers, all contractors, and others entering the student housing, to comply with any and all applicable statutes, ordinances, regulations, and rules applicable to the student housing.

Other Capital Facilities

In addition to student housing, the Financing Corporation will also finance other capital projects to meet current and future needs of the College, such as parking facilities, and/or other improvements; manage and invest funds held by it; operate or administer contracts for auxiliary enterprises; and, perform any other proper activity of Edison State College.

Financing Corporation Funding and Administration

The Financing Corporation will engage an independent accounting firm annually to conduct an audit of the Financing Corporation's financial and operational records and

Memorandum of Understanding

will provide the College with a copy of the annual audited financial statements, including management letters and comply with all requirements mandated by law.

The Financing Corporation's disbursements to and or on behalf of the College must be reasonable business expenses that support the College and do not conflict with the law.

The Financing Corporation is responsible for establishing an annual budget.

The Financing Corporation shall own and maintain, at its own expense, copies of the plans, budgets and donor and alumni records developed in connection with the performance of its obligations.

The Financing Corporation will provide access to data and records to the College for College purposes. The Financing Corporation will provide copies of its annual report to the College.

To ensure effective achievement of this Memorandum of Understanding, the College and the Financing Corporation officers and Board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

7. TERM

This agreement shall be for a term of one year and shall thereafter automatically renew for successive one year terms unless either party gives the other written notice of nonrenewal at least 30 days before the commencement of the renewal term.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers

Chair, Edison State College Financing Corporation Board of Directors

Interim District President, Edison State College

Date: _____

Date: _____

Chair, Edison State College Board of Trustees

Interim District President, Edison State College Financing Corporation

Date: _____

Date: _____

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM:

Approval of a Contract for an Interim Vice President of Student Services

RECOMMENDATION:

The Administration recommends District Board of Trustees approval of a contract for an Interim Vice President of Student Services.

STAFF ANALYSIS:

Administration has undertaken a search for a Vice President of Student Services. To date that search has not been successful. Simultaneously, recent events have served to illustrate the need for strong leadership in Student Services. As a result administration has been in contact with NASPA - Student Affairs Administrators in Higher Education to identify a candidate for an interim appointment. Through this process Dr. Russell Watjen has been identified. The proposed contract provides for monthly compensation in the amount of \$10,500.00 over a contract period commencing March 15, 2012 and ending February 28, 2013.

A contract with Russell Watjen as Interim Vice President of Student Services is recommended for approval.

FISCAL IMPACT Yes No N/A

Funding Source: operating budget Amount: \$ 148,078
Will this action result in a Budget Amendment? Yes No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY:  _____
Vice President, Legal Affairs

FUNDING VERIFIED AND APPROVED BY:  _____
Vice President, Administrative Services

APPROVED FOR AGENDA BY:  _____
Interim District President

83(a)

INTERIM VICE PRESIDENT OF STUDENT SERVICES CONTRACT
Between
Board of Trustees of Edison State College
And Russell Watjen

This Contract is made on the date last shown between The Board of Trustees of Edison State College, hereinafter ESC or "college", and Dr. Russell Watjen, hereinafter Watjen:

1. EMPLOYMENT:

ESC employs Watjen, and Watjen hereby accepts such employment, on the terms described hereafter.

2. TERM:

The term of this contract shall be from March 15, 2012 through February 28, 2013. Either ESC or Watjen, EACH WITH OR WITHOUT CAUSE, may earlier terminate this contract by giving the other party 30 days written notice of intent to terminate this contract by hand delivery or by placing said notice, postage prepaid, in the United State mail, and once it is given, said notice may not be cancelled or retracted without the written consent of the other party and the notice shall be effective on the thirtieth day.

The parties may jointly elect, in writing signed by each party, to continue the term of this contract on a month to month basis after February 28, 2013, and each shall give the other notice of their desire to do so before December 1, 2012.

3. COMPENSATION AND BENEFITS:

Watjen shall be an employee of ESC and shall receive a salary of \$10,500.00 per month, prorated on a daily basis for any partial month during the contract, and he shall be entitled to all standard benefits allowed to other employees of ESC. Salary and benefits are payable monthly on the regular payroll schedule of ESC.

Watjen shall be entitled to four "floating" leave days during the initial term of this contract. He shall accrue sick leave and annual leave at the same rate as other college employees. He will not be paid for unused sick, vacation or floating leave upon expiration or termination of this contract.

A car will not be provided. Usual mileage reimbursements as with other college employees will apply.

4. DUTIES:

Watjen shall act as the Interim Vice President of Student Services of ESC and perform all duties and assume all responsibilities as vice president as may be prescribed by the laws of the State of Florida, the rules and regulation of the State Department of Education, and the policies and directives of the Board of Trustees of the Board of Trustees of Edison State College. Watjen shall, among other duties and not in limitation thereof, shall perform the essential functions of the position of Vice President Student Services of ESC which include:

- Establish and supports a culture within the Student Services Division that is committed to the success of students through administrative excellence and

accountability, creativity, leadership, cooperation and teamwork. Provides district level support to the campus student services programs as needed and/or requested.

- Provide leadership in the evaluation of programs and services; provides a system for timely review of services; identifies current and projected trends in education and recommends enhancements to foster student success; provides recommendations with supporting information, data and staff opinion based on evaluation results to the District President.
- Establish short and long term goals for district-wide student services; supports the College's strategic process insuring plans are consistent with College mission and strategic initiatives; engages campus student services leadership in the district-wide planning process to insure integration and progress toward goals.
- Collaborate closely with the Vice President, Academic Affairs, academic administrators and faculty to insure student programs support the goals of the academic division.
- Embrace the role of chief advocate and supporter of the students, district and campus student services staff, and student programs to insure our students every opportunity for success.
- Develop a student development program designed to enrich student life through clubs, organizations and cultural enrichment activities.
- Integrate testing, advising and course selection within a comprehensive model to promote retention and graduation.
- Manage student recruitment and enrollment management through programs designed to ensure service area populations are served, including an annual recruitment campaign, surveys, special programs, and other innovative activities.
- Serve as the College's Chief Judicial Officer overseeing the student due process procedure for adjudicating complaints. In consultation with other College Campus and program administrators, develops appropriate processes and procedures for students' due process and insures district, campus and program compliance with due process procedures.
- Serve as a resource within the college to provide information on the many aspects of student services, special needs of students, and ways in which student success could be enhanced by changes in college, community, or state programs and policies.
- Oversee district-wide graduation responsibilities including student eligibility for graduation, arrangement of graduation ceremonies in collaboration with Campus Presidents, communication to students of graduation ceremony critical dates, and other functions related to graduation as required.

- Participate in the development and oversight of the living-learning halls, to the extent allowed by Florida Statute.
- Support the College's budget process, ensures financial accountability for all assigned student services district budgets; evaluates the student fees schedule and recommends revisions to fee structure and expenditures as appropriate. Collaborates with campus student services leadership to insure inclusion and integration of campus needs as appropriate.
- Advise and confer with the District President on management issues involving college programs and services including development and/or revision of Board Policies and Administrative Procedures. Directs the preparation of reports as required by federal, state, local and district regulations; inform the District President and other District staff as to the status of assigned functions or groups of services. Maintain current knowledge of legislation and educational trends pertinent to student services philosophy and practice.
- Oversee the Banner student information system in conjunction with Banner personnel assigned by Information Technology. Provides subject matter expertise to the Banner liaisons and assigns/directs the priorities of the Banner enhancements within student services.
- Oversee the academic course file management including the preparation and publication of the College catalog, class schedules and maintenance of the permanent College course catalog information.
- In cooperation and collaboration with the other College officials, lead the College through issues relating to disaster preparedness and student welfare on campus.
- Serve on College-wide committees as assigned; represents the College at designated community organizational meetings and maintains working relationships with other educational organizations, governmental units and campus area agencies.

Watjen shall not have any interest, financial or otherwise, direct or indirect, in any activity which is, or raises the appearance of, a conflict or impropriety in the discharge of his duties. Further, Watjen shall not engage in any act of immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, or drunkenness, nor be convicted of a crime involving moral turpitude.

Watjen shall return all equipment owned by the college to the college upon termination of this contract, without deletion of any material, e mail, text or other communication which may be deemed a public record under Florida law.

5. EVALUATION OF WATJEN:

The District President may, but is not required to, perform an evaluation of Watjen's performance and service to the college, and Watjen shall cooperate with the conduct of that evaluation, and Watjen shall endeavor to meet goals that may be developed by the District President, in accordance with the terms of this contract.

6. COOPERATION WITH INCOMING VICE PRESIDENT OF STUDENT SERVICES:

Provided the next incoming regular president of the college requests same, Watjen shall cooperate in providing the incoming Vice President of Student Services with information, schedules, and status reports for ongoing activities of the college, pending or incomplete activities, and all other information needed for the incoming president to be made fully aware of the status of all activities and issues concerning the college. Watjen's responsibilities under this paragraph shall not extend longer than 30 days after the hiring of the incoming president.

7. DISABILITY OR DEATH:

This contract shall terminate immediately upon the death of Watjen with no further rights or responsibilities remaining, except that Watjen's heirs, personal representative or executor shall immediately return all college communication equipment, public records, and other college documents to ESC, without deletion of any message, e mail, text or other communication whatsoever. Deletion may occur only after a determination in writing by ESC that the matter to be deleted is not a public record under Florida law.

At the option and discretion of ESC, this contract shall terminate, with no further rights or responsibilities remaining, upon the illness, injury or disability of Watjen that prevents him from performing his duties under this contract for a period of seven business days or longer, and the 30 day notice of termination described elsewhere in this contract, shall not apply. Watjen shall ensure that his personal representative, and all other persons in possession of same, immediately return all college communication equipment, public records, and other college documents to ESC, without deletion of any message, e mail, text or other communication whatsoever. Deletion may occur only after a determination in writing by ESC that the matter to be deleted is not a public record under Florida law.

8. NO RESTRICTION ON FURTHER EMPLOYMENT WITH ESC:

Watjen may apply for or seek appointment as the incoming "permanent" Vice President of Student Services of ESC. Watjen acknowledges that ESC has begun the process of hiring a new "permanent" Vice President of Student Services. Watjen acknowledges that neither this contract, nor any representation made, shall establish, warrant or indicate any expectation of continued employment with ESC beyond the terms of this contract.

9. MISCELLANEOUS:

This contract is binding on the parties, and their heirs, successors, personal representatives and assigns. This contract may not be assigned by NAME and is a contract for his personal services. This contract shall be governed by the laws of the State of Florida. This contract constitutes the entire agreement of the parties, and supersedes all prior oral or written agreements, promises or representations between the parties. Any amendments to this agreement must be in writing signed by the parties. If any portion of this contract shall be declared invalid or unenforceable, said determination shall not affect the remainder of this contract.

This contract is a public record. A copy of this contract shall be delivered to the Florida Department of Education.

This contract shall be executed in duplicate originals, with each party receiving one of the originals.

Notices required under this contract shall be effective if mailed by regular United States mail to:

Edison State College
Chair of the Board of Trustees
8099 College Parkway
Fort Myers, Florida 33919-5566

and

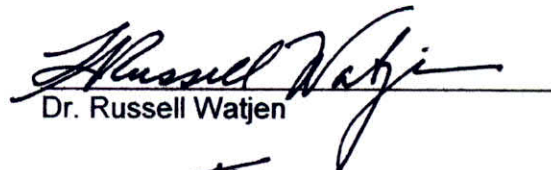
Russell Watjen
10 Crows Nest Point
Savannah, Georgia 31419-8906

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last shown below:

**BOARD OF TRUSTEES OF
EDISON STATE COLLEGE**

By: Ann E. Berlam, Chair

Dated: _____



Dr. Russell Watjen

Dated: February 27, 2012

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 9

Approval to Submit College Calendar 2012-2013

RECOMMENDATION:

The Administration recommends approval by the District Board of Trustees of the College and Duty-Day Calendars for the 2012-2013 year.

STAFF ANALYSIS:

In cooperation with the Faculty Senates and the Academic Administrators, the College Calendar has been prepared in accordance with the provision of Florida Administrative Code 6A-10.1019.

It is requested that the District Board of Trustees approve the attached calendars for the 2012-2013 Academic Year. They meet the collective bargaining duty day requirements and related academic standards.

FISCAL IMPACT _____ Yes _____ No N/A

Funding Source: _____ Amount: \$ _____

Will this action result in a Budget Amendment? _____ Yes No

If yes, indicate the dollar amount: \$ _____

Attachments

REQUESTED BY: _____

Eric E. Harrel

Interim Vice President, Academic Affairs

FUNDING VERIFIED AND APPROVED BY: _____

Richard

Vice President, Administrative Services

APPROVED FOR AGENDA BY: _____

[Signature]
Interim District President

OFFICIAL COLLEGE CALENDAR 2012-2013

| | Fall Semester 2012 | | | Spring Semester 2013 | | | Summer Semester 2013 | | |
|--|--|-----------------|---------------------------------------|----------------------|----------------------|----------------|----------------------|-------------|--------------|
| | Full | A | B | Full | A | B | Full | A | B |
| ADMISSION: | | | | | | | | | |
| Last day for new degree-seeking students to apply for admission | Aug 15 | Aug 15 | Oct 12 | Jan 4 | Jan 4 | Mar 1 | Apr 29 | Apr 29 | Jun 21 |
| CLASSES: | | | | | | | | | |
| First day of classes | Aug 23 | Aug 23 | Oct 17 | Jan 9 | Jan 9 | Mar 12 | May 6 | May 6 | Jun 27 |
| Last day of classes | Dec 4 | Oct 11 | Dec 7 | Apr 24 | Feb 27 | Apr 29 | Aug 13 | Jun 21 | Aug 14 |
| FINAL EXAMINATIONS: | | | | | | | | | |
| See exam schedule on the web | Dec 5-12 | Oct 12-16 | Dec 10-13 | Apr 25 – May 2 | Feb 28 – Mar 3 | Apr 30 – May 2 | Aug 14-19 | Jun 22-26 | Aug 15-19 |
| GRADES: | | | | | | | | | |
| Last day to remove "Incomplete" from the previous semester | Sep 20 | N/A | N/A | Feb 7 | N/A | N/A | Jun 7 | N/A | N/A |
| Final grades due from the faculty by noon. | Dec 14 | Oct 19 | Dec 14 | May 6 | Mar 11 | May 6 | Aug 20 | Jun 27 | Aug 20 |
| Attendance verification due | Aug 31 | Aug 31 | Oct 26 | Jan 18 | Jan 18 | Mar 20 | May 16 | May 16 | Jul 5 |
| GRADUATION: | | | | | | | | | |
| Commencement | TBA | TBA | TBA | May 3 | May 3 | May 3 | TBA | TBA | TBA |
| Last day to apply for graduation | Nov 19 | Nov 19 | Nov 19 | Mar 22 | Mar 22 | Mar 22 | Jun 28 | Jun 28 | Jun 28 |
| HOLIDAYS: | | | | | | | | | |
| College closed | Sep 3 Nov 12 Nov 22-25 Dec 19 - Jan 1 | Sep 3 | Nov 12 Nov 22-25 Dec 19 - Jan 1 | Jan 21 Mar 4 - 10 | Jan 21 | Mar 4 - 10 | May 27 Jul 4 | May 27 | Jul 4 |
| REGISTRATION BEGINS: | | | | | | | | | |
| Degree-seeking students | May 24 | May 24 | May 24 | Oct 24 | Oct 24 | Oct 24 | Mar 21 | Mar 21 | Mar 21 |
| Open Registration | Jun 14 | Jun 14 | Jun 14 | Nov 15 | Nov 15 | Nov 15 | Apr 11 | Apr 11 | Apr 11 |
| State Employees | Aug 23 | Aug 23 | Oct 18 | Jan 9 | Jan 9 | Mar 13 | May 6 | May 6 | Jun 25 |
| Dual Enrolled/ Early Admit | May 24 | May 24 | May 24 | Oct 24 | Oct 24 | Oct 24 | Mar 21 | Mar 21 | Mar 21 |
| Late Registration begins (\$75 penalty) | Aug 21 | Aug 21 | Oct 17 | Jan 5 | Jan 5 | Mar 12 | May 3 | May 3 | Jun 22 |
| LAST DAY TO: | | | | | | | | | |
| Add a class, change sections of a course without financial penalty, change from credit/audit to audit/credit | Aug 30 | Aug 30 | Oct 22 | Jan 16 | Jan 16 | Mar 18 | May 13 | May 13 | Jul 2 |
| Drop a class with a refund | Aug 30 | Aug 30 | Oct 22 | Jan 16 | Jan 16 | Mar 18 | May 13 | May 13 | Jul 2 |
| Withdraw from individual courses or from college | Oct 30 | Sep 26 | Nov 20 | Mar 25 | Feb 12 | Apr 16 | Jul 11 | Jun 5 | Jul 25 |
| RESIDENCY: | | | | | | | | | |
| Last day to apply for change of residency for tuition purposes | Aug 23 | Aug 23 | Oct 18 | Jan 9 | Jan 9 | Mar 13 | May 6 | May 6 | Jun 25 |
| PAYMENT DUE DATES: | | | | | | | | | |
| Fees due by 11:59 pm or classes will be dropped for non-payment. | Aug 8, 22 daily | Aug 8, 22 daily | Oct 15 daily | Dec 6 Jan 4 daily | Dec 6 Jan 4 daily | Mar 11 daily | May 2 daily | May 2 daily | Jun 21 Daily |

| Duty Day Calendar 2012-13 | | | | | | | | | | | |
|--|----------|----------|-----------|----------|----|----------------------|----------|----------|-----------|----------|----|
| 12 Month Staff | | | | | | | | | | | |
| July 2012 | | | | | | January 2013 | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| 2 | 3 | (H) | 5 | 6 | | (N) | (N) | 2 | 3 | 4 | |
| 9 | 10 | 11 | 12 | 13 | | 7 | 8 | 9 | 10 | 11 | |
| 16 | 17 | 18 | 19 | 20 | | 14 | 15 | 16 | 17 | 18 | |
| 23 | 24 | 25 | 26 | 27 | | (H) | 22 | 23 | 24 | 25 | |
| 30 | 31 | | | | 22 | 28 | 29 | 30 | 31 | | 22 |
| August 2012 | | | | | | February 2013 | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | 1 | 2 | 3 | | | | | | 1 | |
| 6 | 7 | 8 | 9 | 10 | | 4 | 5 | 6 | 7 | 8 | |
| 13 | 14 | 15 | 16 | 17 | | 11 | 12 | 13 | 14 | 15 | |
| 20 | 21 | 22 | 23 | 24 | | 18 | 19 | 20 | 21 | 22 | |
| 27 | 28 | 29 | 30 | 31 | 23 | 25 | 26 | 27 | 28 | | 20 |
| September 2012 | | | | | | March 2013 | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| (H) | 4 | 5 | 6 | 7 | | | | | | 1 | |
| 10 | 11 | 12 | 13 | 14 | | (N) | (N) | (N) | (N) | (N) | |
| 17 | 18 | 19 | 20 | 21 | | 11 | 12 | 13 | 14 | 15 | |
| 24 | 25 | 26 | 27 | 28 | | 18 | 19 | 20 | 21 | 22 | |
| | | | | | 20 | 25 | 26 | 27 | 28 | 29 | 16 |
| October 2012 | | | | | | April 2013 | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| 1 | 2 | 3 | 4 | 5 | | 1 | 2 | 3 | 4 | 5 | |
| 8 | 9 | 10 | 11 | 12 | | 8 | 9 | 10 | 11 | 12 | |
| 15 | 16 | 17 | 18 | 19 | | 15 | 16 | 17 | 18 | 19 | |
| 22 | 23 | 24 | 25 | 26 | | 22 | 23 | 24 | 25 | 26 | |
| 29 | 30 | 31 | | | 23 | 29 | 30 | | | | 22 |
| November 2012 | | | | | | May 2013 | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | | 1 | 2 | | | | 1 | 2 | 3 | |
| 5 | 6 | 7 | 8 | 9 | | 6 | 7 | 8 | 9 | 10 | |
| (N) | 13 | 14 | 15 | 16 | | 13 | 14 | 15 | 16 | 17 | |
| 19 | 20 | 21 | (H) | (N) | | 20 | 21 | 22 | 23 | 24 | |
| 26 | 27 | 28 | 29 | 30 | 20 | (H) | 28 | 29 | 30 | 31 | 23 |
| December 2012 | | | | | | June 2013 | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| 3 | 4 | 5 | 6 | 7 | | 3 | 4 | 5 | 6 | 7 | |
| 10 | 11 | 12 | 13 | 14 | | 10 | 11 | 12 | 13 | 14 | |
| 17 | 18 | (N) | (N) | (N) | | 17 | 18 | 19 | 20 | 21 | |
| (N) | (N) | (N) | (N) | (N) | | 24 | 25 | 26 | 27 | 28 | |
| (N) | | | | | 12 | | | | | | 20 |
| <p style="text-align: center;">Total Duty Days = 243 (N) - Signifies a non-paid day the College is closed. (H) - signifies a paid holiday: July 4th, September 3rd, November 22nd, January 21st, May 27th</p> | | | | | | | | | | | |

| Duty Day and Class Day Calendar - Faculty | | | | | | | | | | | |
|---|----------|----------|-----------|----------|-----------|----------|----------|----------|-----------|----------|----|
| Fall 2012 | | | | | | | | | | | |
| Class Days | | | | | Duty Days | | | | | | |
| August | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | | | | | | | | 16 | 17 | |
| | | | 23 | 24 | | 20 | 21 | 22 | 23 | 24 | |
| 27 | 28 | 29 | 30 | 31 | 7 | 27 | 28 | 29 | 30 | 31 | 12 |
| September | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| (N) | 4 | 5 | 6 | 7 | | (N) | 4 | 5 | 6 | 7 | |
| 10 | 11 | 12 | 13 | 14 | | 10 | 11 | 12 | 13 | 14 | |
| 17 | 18 | 19 | 20 | 21 | | 17 | 18 | 19 | 20 | 21 | |
| 24 | 25 | 26 | 27 | 28 | | 24 | 25 | 26 | 27 | 28 | |
| | | | | | 19 | | | | | | 19 |
| October | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| 1 | 2 | 3 | 4 | 5 | | 1 | 2 | 3 | 4 | 5 | |
| 8 | 9 | 10 | 11 | 12 | | 8 | 9 | 10 | 11 | 12 | |
| 15 | 16 | 17 | 18 | 19 | | 15 | 16 | 17 | 18 | 19 | |
| 22 | 23 | 24 | 25 | 26 | | 22 | 23 | 24 | 25 | 26 | |
| 29 | 30 | 31 | | | 23 | 29 | 30 | 31 | | | 23 |
| November | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | | 1 | 2 | | | | | 1 | 2 | |
| 5 | 6 | 7 | 8 | 9 | | 5 | 6 | 7 | 8 | 9 | |
| (N) | 13 | 14 | 15 | 16 | | (N) | 13 | 14 | 15 | 16 | |
| 19 | 20 | 21 | (N) | (N) | | 19 | 20 | 21 | (N) | (N) | |
| 26 | 27 | 28 | 29 | 30 | 19 | 26 | 27 | 28 | 29 | 30 | 19 |
| December | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| 3 | 4 | 5 | 6 | 7 | | 3 | 4 | 5 | 6 | 7 | |
| 10 | 11 | 12 | (N) | (N) | | 10 | 11 | 12 | 13 | 14 | |
| (N) | (N) | (N) | (N) | (N) | | (N) | (N) | (N) | (N) | (N) | |
| (N) | (N) | (N) | (N) | (N) | | (N) | (N) | (N) | (N) | (N) | |
| (N) | | | | | 8 | (N) | | | | | 10 |
| Total Duty Days = 83 (N) - Signifies a non-paid day the College is closed. | | | | | | | | | | | |

| Duty Day and Class Day Calendar - Faculty | | | | | | | | | | | |
|--|----------|----------|-----------|----------|-----------|----------|----------|----------|-----------|----------|----|
| Spring 2013 | | | | | | | | | | | |
| Class Days | | | | | Duty Days | | | | | | |
| January | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | | | | | (N) | (N) | 2 | 3 | 4 | |
| | | 9 | 10 | 11 | | 7 | 8 | 9 | 10 | 11 | |
| 14 | 15 | 16 | 17 | 18 | | 14 | 15 | 16 | 17 | 18 | |
| (N) | 22 | 23 | 24 | 25 | | (N) | 22 | 23 | 24 | 25 | |
| 28 | 29 | 30 | 31 | | 16 | 28 | 29 | 30 | 31 | | 21 |
| February | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | | | 1 | | | | | | 1 | |
| 4 | 5 | 6 | 7 | 8 | | 4 | 5 | 6 | 7 | 8 | |
| 11 | 12 | 13 | 14 | 15 | | 11 | 12 | 13 | 14 | 15 | |
| 18 | 19 | 20 | 21 | 22 | | 18 | 19 | 20 | 21 | 22 | |
| 25 | 26 | 27 | 28 | | 20 | 25 | 26 | 27 | 28 | | 20 |
| March | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | | | 1 | | | | | | 1 | |
| (N) | (N) | (N) | (N) | (N) | | (N) | (N) | (N) | (N) | (N) | |
| 11 | 12 | 13 | 14 | 15 | | 11 | 12 | 13 | 14 | 15 | |
| 18 | 19 | 20 | 21 | 22 | | 18 | 19 | 20 | 21 | 22 | |
| 25 | 26 | 27 | 28 | 29 | 16 | 25 | 26 | 27 | 28 | 29 | 16 |
| April | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| 1 | 2 | 3 | 4 | 5 | | 1 | 2 | 3 | 4 | 5 | |
| 8 | 9 | 10 | 11 | 12 | | 8 | 9 | 10 | 11 | 12 | |
| 15 | 16 | 17 | 18 | 19 | | 15 | 16 | 17 | 18 | 19 | |
| 22 | 23 | 24 | 25 | 26 | | 22 | 23 | 24 | 25 | 26 | |
| | | | | | 20 | 29 | 30 | | | | 22 |
| May | | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | |
| | | 1 | 2 | | | | | 1 | 2 | 3 | |
| | | | | | | 6 | | | | | |
| | | | | | 2 | | | | | | 4 |
| Total Duty Days = 83 Fall and Spring Duty Days = 166 (N) - Signifies a non-paid day the College is closed. | | | | | | | | | | | |

| Duty Day and Class Day Calendar - Faculty | | | | | | | | | | |
|---|----------|----------|-----------|----------|-----------|----------|----------|----------|-----------|----------|
| Summer 2013 - A | | | | | | | | | | |
| Class Days | | | | | Duty Days | | | | | |
| May | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| 6 | 7 | 8 | 9 | 10 | | | | | | |
| 13 | 14 | 15 | 16 | 17 | | | | | | |
| 20 | 21 | 22 | 23 | 24 | | | | | | |
| (N) | 28 | 29 | 30 | 31 | 19 | | | | | |
| June | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| 3 | 4 | 5 | 6 | 7 | | | | | | |
| 10 | 11 | 12 | 13 | 14 | | | | | | |
| 17 | 18 | 19 | 20 | 21 | 15 | | | | | |
| | | | | | | | | | | |
| Duty Day and Class Day Calendar - Faculty | | | | | | | | | | |
| Summer 2013 - B | | | | | | | | | | |
| Class Days | | | | | Duty Days | | | | | |
| June | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| 24 | 25 | 26 | 27 | 28 | | | | | | |
| | | | | | 5 | | | | | |
| July | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| 1 | 2 | 3 | (N) | 5 | | | | | | |
| 8 | 9 | 10 | 11 | 12 | | | | | | |
| 15 | 16 | 17 | 18 | 19 | | | | | | |
| 22 | 23 | 24 | 25 | 26 | | | | | | |
| 29 | 30 | 31 | | | 22 | | | | | |
| August | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| | | | 1 | 2 | | | | | | |
| 5 | 6 | 7 | 8 | 9 | | | | | | |
| 12 | 13 | 14 | 15 | 16 | 12 | | | | | |

Duty Day and Class Day Calendar - Faculty

Summer 2013 - C

| <u>Class Days</u> | | | | | <u>Duty Days</u> | | | | | |
|-------------------|----------|----------|-----------|----------|------------------|----------|----------|----------|-----------|----------|
| May | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| 6 | 7 | 8 | 9 | 10 | | | | | | |
| 13 | 14 | 15 | 16 | 17 | | | | | | |
| 20 | 21 | 22 | 23 | 24 | | | | | | |
| (N) | 28 | 29 | 30 | 31 | | | | | | |
| | | | | | 19 | | | | | |
| June | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| 3 | 4 | 5 | 6 | 7 | | | | | | |
| 10 | 11 | 12 | 13 | 14 | | | | | | |
| 17 | 18 | 19 | 20 | 21 | | | | | | |
| 24 | 25 | 26 | 27 | 28 | | | | | | |
| | | | | | 20 | | | | | |
| July | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| 1 | 2 | 3 | 4 | 5 | | | | | | |
| 8 | 9 | 10 | 11 | 12 | | | | | | |
| 15 | 16 | 17 | 18 | 19 | | | | | | |
| 22 | 23 | 24 | 25 | 26 | | | | | | |
| 29 | 30 | 31 | | | | | | | | |
| | | | | | 23 | | | | | |
| August | | | | | | | | | | |
| <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> |
| | | | 1 | 2 | | | | | | |
| 5 | 6 | 7 | 8 | 9 | | | | | | |
| 12 | 13 | 14 | 15 | 16 | | | | | | |
| 19 | | | | | 13 | | | | | |

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 10

Approval of Personnel Actions

RECOMMENDATION:

The Administration recommends District Board of Trustees approval of the attached list of Personnel Consent Agenda actions.

STAFF ANALYSIS:

Personnel Consent Agenda actions are consistent with Florida Statute 1001.65(3), Florida Department of Education, Administrative Rule 6A-14.0261, Board Policy 6Hx6: 5.02, and approved practices of the district and are deemed routine in nature. It is recommended that the attached list of Personnel Consent Agenda actions be approved.

During the time period since the last Board meeting, personnel changes have occurred. The attached list reflects 125 appointments, 27 compensation/status changes, 32 special contracts, and 29 employee departures/retirements.

These actions have been reviewed by appropriate supervisors, approved by designated College administrators, and discussed with the Board Liaison. It is recommended that these actions be approved.

FISCAL IMPACT Yes No N/A

Funding Source: Contingency / existing operating funds Amount: \$ 125,000
Will this action result in a Budget Amendment? Yes No
If yes, indicate the dollar amount: \$ 28,912

Attachment

REQUESTED BY: [Signature]
Interim Director, Human Resources/Assistant General Counsel

FUNDING VERIFIED AND APPROVED BY: [Signature]
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

I. APPOINTMENTS

| | | | <u>Base Pay</u> | <u>Fringe Benefits</u> | <u>Salary + Fringe</u> | <u>Additional Allowances</u> |
|--|-----------|--|-----------------|------------------------|------------------------|------------------------------|
| <u>A. Regular Full Time</u> | | | | | | |
| Augustenborg | Alexis | Residence Life Specialist | \$27,956.64 | \$11,018.22 | \$38,974.86 | |
| Cole | Mark | Professor, History | \$53,268.84 | \$13,492.89 | \$66,761.73 | |
| Joswiak | Janet | Staff Assistant | \$25,800.00 | \$10,671.22 | \$36,471.22 | |
| Kemmerich | Nicole | Assistant Director, Residence Life | \$41,304.70 | \$13,165.93 | \$54,470.63 | |
| Welch | Judy | Course Designer | \$35,680.55 | \$12,261.00 | \$47,941.55 | |
| <u>B. Regular Part Time</u> | | | | | | |
| Comstock | Pamela | Coordinator, Retention and Student Success | \$25,818.75 | \$3,266.07 | \$29,084.82 | |
| Handlon | Quinton | Instructional Assistant | \$14.16 | \$1.79 | \$15.95 | |
| <u>C. Temporary Full Time</u> | | | | | | |
| Engelhart | Crystal | Classroom Teacher, PE | \$23,610.77 | \$7,058.97 | \$30,669.74 | |
| Tyus | Jessica | Science Lab Technician | \$15.34 | \$1.17 | \$16.51 | |
| <u>D. Temporary Part Time - Salaried (Limited Term)</u> | | | | | | |
| Acton | Traci | Clinical Associate ¹ | \$2,556.25 | \$37.07 | \$2,593.32 | |
| Arnsdorff | Katherine | Clinical Associate ¹ | \$14,796.00 | \$214.54 | \$15,010.54 | |
| Babu | Lijy | Clinical Associate | \$6,156.00 | \$89.26 | \$6,245.26 | |
| Barkley | Rodney | Clinical Associate | \$2,538.00 | \$36.80 | \$2,574.80 | |
| Baroni | Theresa | Clinical Associate ¹ | \$6,696.00 | \$97.09 | \$6,793.09 | |
| Bautista | Betsy | Clinical Associate | \$6,480.00 | \$93.96 | \$6,573.96 | |
| Bertulli | Robert | Clinical Associate ¹ | \$1,575.00 | \$22.84 | \$1,597.84 | |
| Bishop | Jo Ann | Clinical Associate | \$6,480.00 | \$93.96 | \$6,573.96 | |
| Brown | Stacey | Coordinator, Human Services Program | \$8,338.88 | \$637.92 | \$8,976.80 | |
| Clarke-Levers | Novlene | Clinical Associate | \$660.00 | \$9.57 | \$669.57 | |
| Clay | Debra | Clinical Associate | \$1,998.00 | \$28.97 | \$2,026.97 | |
| Coyle | Marcia | Clinical Associate | \$3,942.00 | \$57.16 | \$3,999.16 | |
| Crowe | Nicholas | Clinical Associate | \$12,150.00 | \$176.18 | \$12,326.18 | |
| DeBona | Michelle | Student Admissions Specialist | \$3,373.31 | \$258.06 | \$3,631.37 | |
| Devito | Joseph | Clinical Associate ¹ | \$2,375.00 | \$34.44 | \$2,409.44 | |
| Di Sarro | Concetta | Clinical Associate | \$1,125.00 | \$16.31 | \$1,141.31 | |
| Dixon | Chaplin | Clinical Associate | \$2,728.00 | \$39.56 | \$2,767.56 | |
| Dumont | Molly | Clinical Associate | \$3,537.00 | \$51.29 | \$3,588.29 | |
| Earl | Gary | Clinical Associate | \$2,728.00 | \$39.56 | \$2,767.56 | |
| Eggerman | Karen | Clinical Associate | \$5,616.00 | \$81.43 | \$5,697.43 | |
| Esposito | Antonio | Clinical Associate | \$2,375.00 | \$34.44 | \$2,409.44 | |
| Favazzo | Nicholas | Clinical Associate | \$1,303.90 | \$18.91 | \$1,322.81 | |
| Fritz | Judith | Clinical Associate | \$6,912.00 | \$100.22 | \$7,012.22 | |
| Garcia-Miller | Kristin | Clinical Associate | \$3,888.00 | \$56.38 | \$3,944.38 | |
| Gastineau | Bruce | Clinical Associate ¹ | \$3,775.00 | \$54.74 | \$3,829.74 | |
| Gomez | Julie | Clinical Associate ¹ | \$12,150.00 | \$176.18 | \$12,326.18 | |
| Gonzalez | Alejandro | Clinical Associate | \$2,625.00 | \$38.06 | \$2,663.06 | |

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I. APPOINTMENTS, continued

| <u>D. Temporary Part Time - Salaried, continued</u> | | | <u>Base Pay</u> | <u>Fringe Benefits</u> | <u>Salary + Fringe</u> | <u>Additional Allowances</u> |
|--|-------------|---------------------------------|------------------------|-------------------------------|-------------------------------|-------------------------------------|
| Greene | Barbara | Clinical Associate ¹ | \$10,638.00 | \$154.25 | \$10,792.25 | |
| Haugh | Jeffrey | Clinical Associate ¹ | \$3,600.00 | \$52.20 | \$3,652.20 | |
| Haynes | Kathryne | Clinical Associate ¹ | \$11,124.00 | \$161.30 | \$11,285.30 | |
| Hidalgo | Charles | Continuing Education Instructor | \$350.00 | \$5.08 | \$355.08 | |
| Holbrook | Angela | Clinical Associate | \$13,487.50 | \$195.57 | \$13,683.07 | |
| Jiminez | Michael | Fire Academy Coordinator | \$9,750.00 | \$141.38 | \$9,891.38 | |
| Kauffman | Nicole | Clinical Associate | \$6,480.00 | \$93.96 | \$6,573.96 | |
| Kazakos | Mary | Clinical Associate | \$3,952.50 | \$57.31 | \$4,009.81 | |
| Kilbride | Barbara | Clinical Associate | \$4,320.00 | \$62.64 | \$4,382.64 | |
| Kolak | Sally | Clinical Associate | \$2,808.00 | \$40.72 | \$2,848.72 | |
| Mann | Dominique | Clinical Associate | \$12,887.50 | \$186.87 | \$13,074.37 | |
| McSheehy | Michael | Clinical Associate | \$3,325.00 | \$48.21 | \$3,373.21 | |
| Miller | Bradley | Clinical Associate | \$2,728.00 | \$39.56 | \$2,767.56 | |
| Millot | Francis | Clinical Associate | \$1,375.00 | \$19.94 | \$1,394.94 | |
| Minch | Judith | Clinical Associate | \$2,728.00 | \$39.56 | \$2,767.56 | |
| Mottram | Ashley | Clinical Associate | \$1,507.00 | \$21.85 | \$1,528.85 | |
| Nicholson | Carol | Clinical Associate | \$8,640.00 | \$125.28 | \$8,765.28 | |
| Orr | Judy | Clinical Associate | \$3,888.00 | \$56.38 | \$3,944.38 | |
| Palumbo | Jessica | Clinical Associate | \$3,785.40 | \$54.89 | \$3,840.29 | |
| Paul-Dorestin | Josette | Clinical Associate | \$3,456.00 | \$50.11 | \$3,506.11 | |
| Pericles | Amuela | Clinical Associate ¹ | \$5,832.00 | \$84.56 | \$5,916.56 | |
| Peterson | Barbara | Continuing Education Instructor | \$700.00 | \$10.15 | \$710.15 | |
| Pietropaoli | Antonio | Clinical Associate | \$1,125.00 | \$16.31 | \$1,141.31 | |
| Prater | Christopher | Clinical Associate | \$6,372.00 | \$92.39 | \$6,464.39 | |
| Rennie | Susan | Clinical Associate | \$675.00 | \$9.79 | \$684.79 | |
| Robertson | William | Clinical Associate | \$1,750.00 | \$25.38 | \$1,775.38 | |
| Roland | Julissa | Clinical Associate | \$5,400.00 | \$78.30 | \$5,478.30 | |
| Rothwell | Charles | Clinical Associate | \$3,100.00 | \$255.77 | \$17,894.77 | |
| Schwing | Brenda | Clinical Associate ¹ | \$17,639.00 | \$31.97 | \$2,236.85 | |
| Seward | Heather | Clinical Associate | \$3,960.00 | \$57.42 | \$4,017.42 | |
| Shannon | Colleen | Clinical Associate | \$2,728.00 | \$39.56 | \$2,767.56 | |
| Sparrow | Laura | Clinical Associate | \$2,112.00 | \$30.62 | \$2,142.62 | |
| Steiner | Shawn | Clinical Associate ¹ | \$7,776.00 | \$112.75 | \$7,888.75 | |
| Stevens | Rima | Clinical Associate | \$6,237.00 | \$90.44 | \$6,327.44 | |
| Stillwagon | Lorrie | Clinical Associate ¹ | \$9,045.00 | \$131.15 | \$9,176.15 | |
| Sutton | Christopher | Clinical Associate | \$750.00 | \$10.88 | \$760.88 | |
| Sweeney | Judith | Clinical Associate | \$7,020.00 | \$101.79 | \$7,121.79 | |
| Targete | Irmine | Clinical Associate ¹ | \$7,128.00 | \$103.36 | \$7,231.36 | |
| Tenreiro | Kathleen | Clinical Associate ¹ | \$7,560.00 | \$109.62 | \$7,669.62 | |
| Thompson | Adam | Clinical Associate | \$2,731.25 | \$39.60 | \$2,770.85 | |
| Tillman | David | Clinical Associate ¹ | \$2,200.00 | \$31.90 | \$2,231.90 | |
| Vila | Matthew | Clinical Associate | \$2,775.00 | \$40.24 | \$2,815.24 | |
| Watson | Mary | Clinical Associate | \$5,103.00 | \$73.99 | \$5,176.99 | |
| Watts | Dominick | Clinical Associate | \$1,000.00 | \$14.50 | \$1,014.50 | |
| Willis | Suzie | Clinical Associate | \$5,319.00 | \$77.13 | \$5,396.13 | |
| Windland | William | Clinical Associate | \$2,112.00 | \$30.62 | \$2,142.62 | |

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I. APPOINTMENTS, continued

| <u>D. Temporary Part Time - Salaried, continued</u> | | | <u>Base Pay</u> | <u>Fringe Benefits</u> | <u>Salary + Fringe</u> | <u>Additional Allowances</u> |
|--|---------|--------------------|------------------------|-------------------------------|-------------------------------|-------------------------------------|
| Wolf | Arthur | Clinical Associate | \$2,250.00 | \$32.63 | \$2,282.63 | |
| Yaniga | Leslie | Clinical Associate | \$2,376.00 | \$34.45 | \$2,410.45 | |
| Yarley | Valorie | Clinical Associate | \$1,507.00 | \$21.85 | \$1,528.85 | |

E. Temporary Part Time - Hourly

| | | | | | | |
|-------------------|-----------|---|---------|--------|---------|--|
| Aguirre | Carmen | Student Assistant ¹ | \$7.75 | | | |
| Averill | Hayes | Student Assistant | \$7.75 | | | |
| Baker | Travis | Peer Tutor | \$7.75 | | | |
| Bunting | Brandon | Fire Academy Instructor | \$25.00 | \$0.36 | \$25.36 | |
| Choo | Anna | Student Assistant | \$7.75 | | | |
| Chugchilan-Torres | Zamia | Student Assistant | \$7.75 | | | |
| DeArmond | Paul | Fire Academy Instructor | \$25.00 | \$0.36 | \$25.36 | |
| Debrowski | Renee | Substitute Classroom Teacher ¹ | \$12.50 | \$0.96 | \$13.46 | |
| Delaney | Michelle | Fire Academy Instructor | \$25.00 | \$0.36 | \$25.36 | |
| Devan | Paul | Fire Academy Instructor | \$25.00 | \$0.36 | \$25.36 | |
| Franco | Claudia | Student Assistant | \$7.75 | | | |
| Freucht | Mitchell | Student Assistant | \$7.75 | | | |
| Heisler | Patricia | Peak Partner | \$10.00 | \$0.77 | \$10.77 | |
| Hunkler | Margaret | Peak Partner | \$10.00 | \$0.77 | \$10.77 | |
| Joseph | Johnsly | Student Assistant | \$7.75 | | | |
| Kitson | Tyornna | Student Assistant | \$7.75 | | | |
| LaSalle | Alexis | Student Assistant, Work Study | \$7.75 | | | |
| Lopez | Gladys | Student Assistant | \$7.75 | | | |
| Mating | Nhey | Student Assistant | \$7.75 | | | |
| Milhesan | Victoria | Student Assistant | \$10.20 | | | |
| Morales Janero | Alejandro | Student Assistant | \$7.75 | | | |
| Parker | Jill | Peak Partner | \$10.00 | \$0.77 | \$10.77 | |
| Paspe | Sarah | Student Assistant | \$7.75 | | | |
| Paul | Alvena | Upward Bound Teaching Assistant | \$10.20 | \$0.78 | \$10.98 | |
| Paul | Lauren | Student Assistant | \$7.75 | | | |
| Pelitera | Kevin | Fire Academy Instructor | \$25.00 | \$0.36 | \$25.36 | |
| Ricardo | Eloy | Fire Academy Instructor | \$25.00 | \$0.36 | \$25.36 | |
| Rodriguez | Ana | Student Assistant | \$7.75 | | | |
| Romelus | Anne | Student Assistant, Work Study | \$7.75 | | | |
| Schoessler | Barbara | Substitute Classroom Teacher ¹ | \$12.50 | | | |
| Shields | Edna | Peak Partner | \$10.00 | \$0.77 | \$10.77 | |
| Singhal | Shebani | Substitute Classroom Teacher | \$11.50 | \$0.88 | \$12.38 | |
| Sylvestre | Eric | Student Assistant, Work Study | \$7.75 | | | |
| Tirpak | Stephanie | Student Assistant | \$7.75 | | | |
| Tran | Anh | Student Assistant | \$7.75 | | | |
| Tucker | Jennifer | OPS College Temporary | \$10.00 | \$0.77 | \$10.77 | |
| Verstyak | Nadiva | Student Assistant | \$7.75 | | | |
| Whann | Nancy | Staff Assistant, PT Temp | \$14.16 | \$1.08 | \$15.24 | |
| Wood | Donald | Substitute Classroom Teacher | \$12.50 | \$0.96 | \$13.46 | |
| Zamniak | Michelle | OPS College Temporary | \$14.15 | \$1.08 | \$15.23 | |

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II. SALARY/COMPENSATION CHANGES

The following current employees received salary or compensation changes due to position reclassification, budgeted salary increase, increased work hours, duty days, duties or a degree level change.

| | | | Current Base Salary | Additional Pay | Increase in Fringe Benefits | Total Additional Compensation |
|---|--------|---|------------------------------------|---------------------------|--|--|
| A. Additional Compensation | | | | | | |
| Additional compensation for additional duties assigned on temporary basis; amount not added to base salary. | | | | | | |
| Campbell | Kelli | Student Services Specialist ² | \$27,090.00 | \$1,000.00 | \$156.50 | \$1,156.50 |
| McNulty | Denise | Associate Director, Nursing BSN ² | \$83,200.00 | \$9,750.00 | \$1,525.88 | \$11,275.88 |
| Morgenstern | Teresa | Public Information Specialist ² | \$39,323.00 | \$25,000.05 | \$3,912.51 | \$28,912.56 |
| Posner | Andrea | Adjunct Services Coordinator ² | \$39,027.00 | \$6,000.00 | \$939.00 | \$6,939.00 |
| Rollins | Joyce | Professor, Education ² | \$50,166.00 | \$9,023.28 | \$1,141.44 | \$10,164.72 |

| | | | Previous Base Pay | New Base Pay | Increase in Fringe Benefits | Total Additional Compensation |
|--|--------|---|------------------------------|-------------------------|--|--|
| B. Promotion | | | | | | |
| Promotion is defined as an appointment to a higher pay grade through reclassification of the current position or appointment into a higher level position. | | | | | | |
| Anderson | Robert | Director, Academic Review and Improvement Edison Online | \$43,083.38 | \$50,206.12 | \$1,146.05 | \$8,268.79 |
| Copass | Ronald | Director, Facilities Maintenance and Engineering ³ | \$66,483.58 | \$66,483.58 | \$0.00 | \$0.00 |
| DeLuca | Eileen | District Dean, College and Career Readiness ² | \$93,000.00 | \$103,000.00 | \$1,609.00 | \$11,609.00 |
| Dudley | Jason | Director, Enterprise Applications ³ | \$98,784.00 | \$98,784.00 | \$0.00 | \$0.00 |
| Holliday | Tamara | Coordinator, Legal and Risk Management Compliance ² | \$29,354.48 | \$39,337.81 | \$1,606.32 | \$11,589.65 |
| Hussey | Brenda | Staff Assistant | \$24,034.50 | \$25,800.00 | \$284.07 | \$2,049.57 |
| Young | Grover | Manager, Applications Integration ² | \$49,254.37 | \$52,254.37 | \$482.70 | \$3,482.70 |

| | | | Previous Base Pay | New Base Pay | Increase in Fringe Benefits | Total Additional Compensation |
|---|---------|--|------------------------------|-------------------------|--|--|
| C. Salary Adjustment | | | | | | |
| Salary adjustment due to increased hours, responsibilities or equity adjustment; with or without change in title. | | | | | | |
| Dente | Ronald | Interim Director, Human Resources/Assistant General Counsel ² | \$86,000.00 | \$95,000.00 | \$1,410.00 | \$10,410.00 |
| Parfitt | Richard | Director, Public Safety ² | \$68,351.94 | \$81,664.00 | \$2,083.34 | \$15,395.40 |
| Rath | Thomas | Campus Academic Dean ² | \$88,267.22 | \$101,000.00 | \$1,992.67 | \$14,725.45 |

| | | | Additional Pay | Increase in Fringe Benefits | Total Additional Compensation |
|---|--------|--|---------------------------|--|--|
| D. Edison Collegiate High School Clubs | | | | | |
| Staff members receive supplemental pay for their leadership in various extra-curricular clubs and tutoring opportunities offered to the high school students either for a semester or for the entire 2011-2012 school year, as noted. | | | | | |
| Ragan | Sherie | Panther Players, Fall Semester 2011 | \$750.00 | \$57.38 | \$807.38 |

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1-Multiple Actions
2-Included in Fiscal Impact
3-Moved to contract Administrator

II. SALARY/COMPENSATION CHANGES, continued

E. Florida Department of Law Enforcement (FDLE) Monthly Salary Incentive

In accordance with Florida Administrative Code 11B-14.003, eligible full time law enforcement personnel receive salary incentive payments for educational degrees and Florida Department of Law Enforcement (FDLE) training. FDLE notifies the College of eligible personnel and the appropriate amount of the incentive based on an employee's continuing education and full time status.

| | | | Previous Incentive Amount | New Incentive Amount | Increase in Fringe Benefits | Total Additional Monthly Compensation |
|-----------|---------|--|--|-------------------------------------|--|--|
| Parfitt | Richard | Director, Public Safety | \$80.00 | \$130.00 | \$3.83 | \$53.83 |
| VanDeusen | Rory | Officer, status change to Part-time | \$52.50 | \$0.00 | \$0.00 | \$0.00 |

III. SPECIAL CONTRACTS

A. Curriculum/Course Development - College Courses

Development includes activities such as designing online or baccalaureate course, conducting program assessments, reviewing and revising current curriculum, writing of the competency matrices, development of textbook changes, and developing adjunct support programs and curriculum plans.

| | | | Contract Amount | Fringe Benefits | Total with Fringe |
|---------|---------|------------------|----------------------------|----------------------------|----------------------------------|
| Frometa | Melinda | Special Contract | \$150.00 | \$2.18 | \$152.18 |
| Harder | Mary | Special Contract | \$150.00 | \$2.18 | \$152.18 |
| Marks | Tereza | Special Contract | \$250.00 | \$3.63 | \$253.63 |

B. Edison Online Conversion

Edison Online is converting from the current Learning Management System to Canvas Learning Management System. All courses need to be converted and training materials developed.

| | | | | | |
|---------|----------|------------------|------------|---------|------------|
| Sanders | Stefanie | Special Contract | \$5,700.00 | \$82.65 | \$5,782.65 |
|---------|----------|------------------|------------|---------|------------|

C. Independent Study

An independent study option is available to students on a limited basis if a regularly scheduled class has been cancelled or not offered due to low enrollment, a student is unable to complete a scheduled course due to a medical issue or learning disability, or the student is in his/her last semester and a course required for graduation is not being offered. Instructors are compensated \$200.00 per student.

| | | | | | |
|------------------|-------------|-------------------------------|------------|---------|------------|
| Al-Suleh | Munir | Special Contract | \$200.00 | \$2.90 | \$202.90 |
| Callahan | Alisa | Special Contract | \$200.00 | \$2.90 | \$202.90 |
| Carter | Gloria | Special Contract | \$600.00 | \$8.70 | \$608.70 |
| Coman | Marius | Special Contract ¹ | \$2,200.00 | \$31.90 | \$2,231.90 |
| Coyle | Sandra | Special Contract | \$1,000.00 | \$14.50 | \$1,014.50 |
| Dambrose | Albert | Special Contract ¹ | \$600.00 | \$8.70 | \$608.70 |
| Dennison | Rodney | Special Contract | \$200.00 | \$2.90 | \$202.90 |
| Dwyer | William | Special Contract ¹ | \$1,000.00 | \$14.50 | \$1,014.50 |
| Greenleaf | Megan | Special Contract | \$600.00 | \$8.70 | \$608.70 |
| Hoffman | Lana | Special Cotntract | \$600.00 | \$8.70 | \$608.70 |
| Kellams | Daniele | Special Contract | \$800.00 | \$11.60 | \$811.60 |
| Nisson | Michael | Special Contract ¹ | \$1,800.00 | \$26.10 | \$1,826.10 |
| Page | Brian | Special Contract | \$200.00 | \$2.90 | \$202.90 |
| Rice-McGarity | Lisa | Special Contract | \$600.00 | \$8.70 | \$608.70 |
| Sceminger Wilson | Marjorie | Special Contract ¹ | \$1,000.00 | \$14.50 | \$1,014.50 |
| Semreen | Diab | Special Contract | \$800.00 | \$11.60 | \$811.60 |
| Walczak | Christopher | Special Contract | \$1,000.00 | \$14.50 | \$1,014.50 |

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1-Multiple Actions

2-Included in Fiscal Impact

3-Moved to contract Administrator

III. SPECIAL CONTRACTS, continued

| | | | Contract Amount | Fringe Benefits | Total with Fringe |
|---|----------|------------------|----------------------------|----------------------------|----------------------------------|
| D. Simulation Lab | | | | | |
| Provide assistance in Nursing Simulation Lab. | | | | | |
| Gorski | Regina | Special Contract | \$2,592.00 | \$375.84 | \$2,967.84 |
| Tennreiro | Kathleen | Special Contract | \$2,592.00 | \$375.84 | \$2,967.84 |

E. Moore Observatory-Charlotte Campus

Responsible to develop public education and astronomical viewing, work with campus personnel to promote use of the Observatory, and oversee maintenance of the facility and related equipment.

| | | | | | |
|--------|-------|------------------|------------|----------|------------|
| Hanson | David | Special Contract | \$1,500.00 | \$114.75 | \$1,614.75 |
|--------|-------|------------------|------------|----------|------------|

F. EPIC System Training, Nursing Programs

Provided training to Nursing students and staff on the Lee Memorial Health Systems new electronic medical record system, utilizing EPIC Systems Corporation software.

| | | | | | |
|-------|------|------------------|------------|---------|------------|
| Roche | Gary | Special Contract | \$1,170.00 | \$89.51 | \$1,259.51 |
|-------|------|------------------|------------|---------|------------|

G. Curriculum Support

Faculty members completed identified tasks in support of the reading endorsement portion of the education programs in line with the JustRead! Office for the Florida Department of Education.

| | | | | | |
|-----------|----------|------------------|------------|----------|------------|
| Angstrom | Anne | Special Contract | \$1,701.45 | \$215.23 | \$1,916.68 |
| Doheny | Cathleen | Special Contract | \$1,701.45 | \$215.23 | \$1,916.68 |
| Robertson | Mary | Special Contract | \$1,500.00 | \$189.75 | \$1,689.75 |
| Rollins | Joyce | Special Contract | \$1,500.00 | \$189.75 | \$1,689.75 |

H. Charlotte Campus Theater

To serve as the Theatre Director on the Charlotte Campus for the Spring 2012 semester.

| | | | | | |
|-------|--------|------------------|------------|----------|------------|
| Ragan | Sherie | Special Contract | \$1,500.00 | \$114.75 | \$1,614.75 |
|-------|--------|------------------|------------|----------|------------|

I. Writing Program Chair - Spring 2012

Faculty member will serve as Writing Program Chair during Spring semester 2012. Responsibilities include, but are not limited to, coordinating composition curriculum proposals with SAC subcommittee and Curriculum committee, meet with composition faculty for training, discussions and textbook issues.

| | | | | | |
|--------|-------|------------------|------------|----------|------------|
| Cahill | Maria | Special Contract | \$1,500.00 | \$189.75 | \$1,689.75 |
|--------|-------|------------------|------------|----------|------------|

J. Release Time, Spring 2012

**Release
Time**

Professor, School of Education is provided with release time to serve as ESOL (English for Speakers of Other Languages) Coordinator.

| | | |
|--------|--------|---------|
| Miller | Regina | 3 hours |
|--------|--------|---------|

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IV. STATUS CHANGES/LEAVE

A. Status Change

| | | | <u>Previous Status</u> | <u>New Status</u> |
|-----------|------|---------|-------------------------------|--------------------------|
| Vandeusen | Rory | Officer | Full-time | Part-time |

B. Transfer

Change in department with no change in title or compensation.

| | | |
|--------|---------|-------------------------|
| Lozano | Cynthia | Instructional Assistant |
|--------|---------|-------------------------|

C. Transfer and Title Change

Change in department and title with no change in compensation.

| | | <u>New Title</u> | <u>Previous Title</u> |
|----------|--------|-------------------------|------------------------------|
| DiLascio | Kathie | Graduation Specialist | Executive Assistant |

D. Family Medical Leave

| | | |
|----------|----------|---|
| Fominaya | Patricia | Grant/Project Accountant |
| Hayden | Michael | Professor, Business |
| Kruger | Margaret | Coordinator, Nursing |
| Medhurst | Raymond | Associate Registrar |
| Nolan | Paul | Desktop Support Technician ¹ |
| Sunyog | Ashley | Coordinator, Admissions and Enrollment ¹ |

E. Military Leave

| | | |
|----------|-------|----------------------------|
| McDonald | James | Desktop Support Technician |
|----------|-------|----------------------------|

V. DEPARTURES

| | | |
|-------------|-------------|---|
| Allen | Kimberly | Instructional Assistant |
| Arabaci | Tamar | Student Assistant |
| Aristhyl | Michelson | Student Assistant |
| Borden | Christopher | Peer Tutor |
| Brennan | Frances | Executive Assistant to the District President |
| Cambridge | Christopher | Student Assistant, Work Study |
| Carvajal | Hedy | Student Assistant |
| Crouch | Christopher | Peer Tutor |
| Estrada | Erica | Student Assistant |
| Franco | Claudia | Student Assistant, Work Study |
| Gomez | Maria | Student Assistant, Work Study |
| Gregory | Regina | Instructional Assistant |
| Hutson | Tanequah | Student Assistant, Work Study |
| Knight | Zachary | Peer Tutor |
| Kopp | Andrea | Professor, Nursing ¹ |
| LeDrew | Amanda | Peer Tutor |
| McPhee | Dorian | Student Assistant, Work Study |
| Noa | Daivana | Student Assistant, Peer Advisor |
| O'Bradovich | Blossom | Student Assistant, Work Study |
| Ochsner | James | Science Lab Technician |
| Ridore | Christelle | Peer Tutor |

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V. DEPARTURES, continued

| | | |
|------------|-------|---|
| Shriner | Kevin | Associate Dean, First Year Experience & Academic Success |
| Stewart | Amber | Instructional Assistant |
| Sutton | Casey | Peer Tutor |
| Valdespino | Lisa | Office Assistant, TEMP |
| Valentine | Jay | Student Assistant |

VI. RETIREMENT

| | | |
|-------------|--------|---|
| Castellanos | Robert | Academic Advisor |
| Fairfax | Pamela | Vice President, Human Resources |
| Kalisz | Karen | Learning Resources Associate Entered Deferred Retirement Option Program (DROP) |

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Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 11

Approval of Edison State College's Bachelor's Level Programs
for Preservice Teachers

RECOMMENDATION:

INFORMATION ONLY

The Administration is pleased to inform the District Board of Trustees of the approval received from the Florida Department of Education for the following Bachelor's level programs:

- Mathematics (Grades 6-12), Bachelor's level
- Middle Grades Mathematics (Grades 5-9), Bachelor's level
- Biology (Grades 6-12), Bachelor's level
- Middle Grades General Science (Grades 5-9), Bachelor's level
- Middle Grades English (Grades 5-9), ESOL Endorsement/Reading Endorsement, Bachelor's level.

STAFF ANALYSIS:

This report is for informational purposes only and requires no action by the Board.

FISCAL IMPACT Yes No X N/A

Funding Source: _____ Amount: \$ _____
Will this action result in a Budget Amendment? Yes X No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Eric E. Harrel
Interim Vice President, Academic Affairs

FUNDING VERIFIED AND APPROVED BY: [Signature]
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

FLORIDA DEPARTMENT OF EDUCATION



STATE BOARD OF EDUCATION

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JOHN R. PADGET

Gerard Robinson
Commissioner of Education



February 7, 2012

Dr. Patricia Land, Acting President
Edison State College
8099 College Parkway
Fort Myers, FL 33919

Dear Dr. Land:

The Department of Education has completed the review of the materials submitted by Edison State College for the Bachelor's level programs that prepare preservice teachers in Mathematics (Grades 6-12), Middle Grades Mathematics (Grades 5-9), Middle Grades English (Grades 5-9)/ESOL Endorsement/Reading Endorsement, Biology (Grades 6-12) and Middle Grades General Science (Grades 5-9). Attached are the reports prepared by the Program Review Teams that conducted the review of the materials submitted. The reports include ratings, findings and weaknesses related to the State Program Approval Standards 1-3 and their criteria.

Based upon the recommendation of the review teams, **full approval** of the programs indicated above is granted from July 1, 2011, through June 30, 2014. Full approval for programs submitted by institutions seeking their first initial approval is granted for a period of three years. This three year period is granted beginning with the school year for which the fully approved programs were submitted to the Department of Education for review. All programs submitted during the three year initial approval period must be fully approved prior to the on-site visit. Graduates of these programs may receive a transcript endorsement indicating the **"completion of a state-approved program at the Bachelors' level in"**:

- Mathematics (Grades 6-12), Bachelor's level
- Middle Grades Mathematics (Grades 5-9), Bachelor's level
- Biology (Grades 6-12), Bachelor's level
- Middle Grades General Science (Grades 5-9), Bachelor's level
- Middle Grades English (Grades 5-9)/ESOL Endorsement/Reading Endorsement, Bachelor's level

EILEEN L. MCDANIEL
BUREAU CHIEF, EDUCATOR RECRUITMENT, DEVELOPMENT AND RETENTION

325 W. GAINES STREET • SUITE 124 • TALLAHASSEE, FL 32399-0400 • (850) 245-0562 • www.fldoe.org

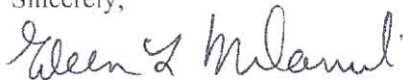
Dr. Patricia Land
February 7, 2012
Page Two

An abbreviated on-site visit will be scheduled for the review of the implementation of these programs based on the three standards. The on-site review is Phase II of the initial review process. This initial on-site review will be scheduled prior to the expiration date of your program. The Bureau of Educator Recruitment, Development, and Retention will be in contact with the Edison State College regarding the scheduling and planning of this on-site visit. Please find enclosed information explaining the Initial Program Approval Process.

The institution must submit to the Department by November 15 of each year, an Institutional Program Evaluation Plan (IPEP) for each of its approved program. Continued state approval is contingent upon the submission and approval of an IPEP each year, while at the same time meeting the requirements outlined in Section 1004.04, Florida Statutes, and State Board Rule 6A-5.066, F.A.C. Progress toward correcting any weaknesses found in reviews this past year should be monitored by the institution as a part of its annual review, and improvements should be reported in the Improvement section of the Institutional Program Evaluation Plan (IPEP).

Your continued interest in providing quality teacher preparation programs in Florida is appreciated. If we may assist you at any time, please contact Ms. Tonya Jones at Tonya.Jones@fldoe.org or (850) 245-0435.

Sincerely,



Eileen L. McDaniel

ELM/trj

Enclosures: Program Review Team Reports
Full Approval Chart
Approved Program List
Initial Program Approval Process

cc: Dr. Erin Harrel, Dean, School of Education, Edison State College
Dr. Martin Tawil, Coordinator of Assessment & Student Success, Edison State College
Ms. Julie Alexander, Division of Florida Colleges, Florida Department of Education
Ms. Shanna Autry, Division of Florida Colleges, Florida Department of Education
Ms. Patricia Frohe, Division of Florida Colleges, Florida Department of Education
Ms. Veronica White, Bureau of Educator Certification, Florida Department of Education

Meeting of the
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES
February 28, 2012

AGENDA ITEM: 12

Edison State College Monthly Financial Report

RECOMMENDATION:

INFORMATION ONLY

STAFF ANALYSIS:

Table #1

This report is for informational purposes only and requires no action by the Board. It compares the actual sources and uses of operating funds for the current fiscal period to the same period from the prior year. It is provided to give the reader an indication of how the College's financial position is growing on an incremental basis from year to year.

Table #2

This report is for informational purposes only and requires no action by the Board. It compares the actual sources and uses of operating funds for the current fiscal period to the budgeted sources and uses of operating funds for the current fiscal period. It is provided to give the reader an indication of how the College is performing in relation to its current operating budget.

These reports summarize the College's performance, or capacity, in raising, handling and using public funds. These reports allow managers to effectively allocate and use resources and additionally allow others to evaluate the financial operations of the College.

FISCAL IMPACT _____ Yes _____ No _____ N/A

Funding Source: _____ Amount: \$ _____
Will this action result in a Budget Amendment? _____ Yes _____ No
If yes, indicate the dollar amount: \$ _____

Attachment

REQUESTED BY: Ali Drebl
Vice President, Administrative Services

FUNDING VERIFIED AND APPROVED BY: Ali Drebl
Vice President, Administrative Services

APPROVED FOR AGENDA BY: [Signature]
Interim District President

Form DP-01 Rev 10-2011; 12/2011

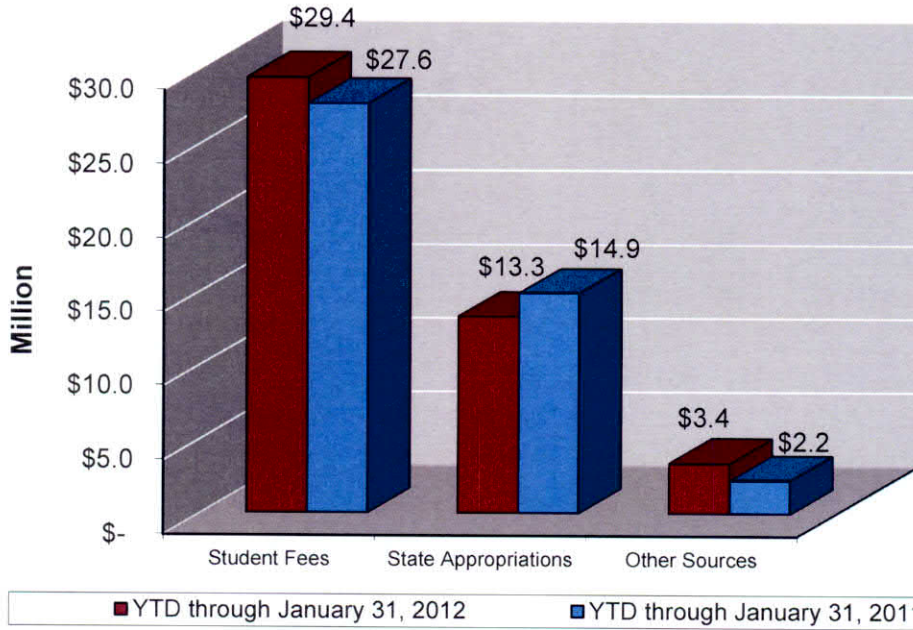
MONTHLY FINANCIAL REPORTS
INFORMATION AGENDA
FINANCIAL REPORT

EDISON STATE COLLEGE
OPERATING BUDGET BY REVENUE AND EXPENSE CATEGORY
COMPARISON OF CURRENT YEAR TO PRIOR YEAR
for Fiscal Year Ending June 30, 2012

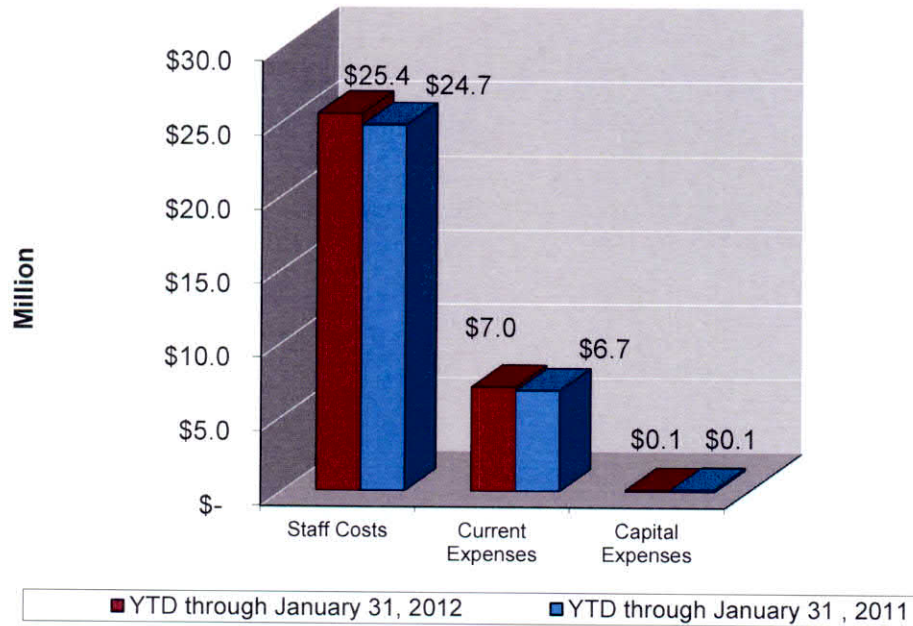
Table #1

| | Month Ending | | Increase / (Decrease) | |
|--|----------------------|----------------------|-----------------------|---------------|
| | January 31, 2012 | January 31, 2011 | from Prior Year | |
| | Actual | Actual | Amount | % |
| | (Year To Date) | (Year To Date) | | |
| SOURCES OF FUNDS | | | | |
| Student Fees | \$ 29,358,736 | \$ 27,620,048 | \$ 1,738,688 | 6.3% |
| Support from State Govt. | 13,262,857 | 14,852,779 | (1,589,922) | -10.7% |
| Support from Fed. Govt. | 31,235 | 42,843 | (11,608) | -27.1% |
| Gifts, Contributions, Grants & Contracts | 4,400 | 7,500 | (3,100) | -41.3% |
| Sales & Services | 225,333 | 227,301 | (1,968) | -0.9% |
| Transfers (from other funds) | 551,494 | 286,799 | 264,695 | 92.3% |
| Other Sources | 126,283 | 94,234 | 32,049 | 34.0% |
| Fund Balance Transfers | 2,449,511 | 1,581,344 | 868,167 | 54.9% |
| TOTAL FUNDS AVAILABLE | \$ 46,009,849 | \$ 44,712,847 | \$ 1,297,002 | 2.9% |
| USES OF FUNDS | | | | |
| Staff Costs | | | | |
| Executive & Mgt. Staff | \$ 2,442,196 | \$ 2,551,860 | \$ (109,664) | -4.3% |
| Instructional Staff | 7,446,303 | 6,814,622 | 631,681 | 9.3% |
| Other Professional Staff | 3,742,431 | 3,289,494 | 452,938 | 13.8% |
| Tech., Clerical & Trade Staff | 2,577,529 | 2,443,360 | 134,169 | 5.5% |
| Instructional & Other Temp. Professionals [Adjuncts] | 4,834,000 | 4,498,021 | 335,979 | 7.5% |
| Student Employment | 225,424 | 190,721 | 34,703 | 18.2% |
| Benefits | 4,166,828 | 4,892,077 | (725,249) | -14.8% |
| Total Staff Costs | \$ 25,434,712 | \$ 24,680,155 | \$ 754,557 | 3.1% |
| Current Expenses | | | | |
| Travel | \$ 233,197 | \$ 236,573 | \$ (3,376) | -1.4% |
| Operating Expenses | 2,553,562 | 2,305,581 | 247,981 | 10.8% |
| Rental - Facilities & Equipment | 247,327 | 329,863 | (82,536) | -25.0% |
| Insurance | 494,118 | 499,970 | (5,852) | -1.2% |
| Utilities | 946,841 | 889,648 | 57,193 | 6.4% |
| Contract Services | 2,475,022 | 2,480,113 | (5,091) | -0.2% |
| Transfers (to other funds) | 5,830 | 15,000 | (9,170) | -61.1% |
| Other Expenses | 20,465 | (7,369) | 27,834 | -377.7% |
| Budget Contingency | - | - | - | 0.0% |
| Total Current Expenses | \$ 6,976,362 | \$ 6,749,379 | \$ 226,982 | 3.4% |
| Capital Expenditures | | | | |
| Capital Expenditures | \$ 103,627 | \$ 127,666 | \$ (24,039) | -18.8% |
| Total Capital Expenditures | \$ 103,627 | \$ 127,666 | \$ (24,039) | -18.8% |
| TOTAL EXPENDITURES & TRANSFERS | \$ 32,514,700 | \$ 31,557,200 | \$ 957,500 | 3.0% |

**EDISON STATE COLLEGE
Revenue Comparison by Source of Funds**



**EDISON STATE COLLEGE
Expenditure Comparison**



**MONTHLY FINANCIAL REPORT
INFORMATION AGENDA
FINANCIAL REPORT**

**EDISON STATE COLLEGE
OPERATING BUDGET BY REVENUE AND EXPENSE CATEGORY
COMPARISON OF CURRENT YEAR ACTUAL TO CURRENT YEAR REVISED BUDGET
for Fiscal Year Ending June 30, 2012**

Table #2

| | Month Ending January 31, 2012 | | Variance Amount | % of Revised Budget |
|---|-------------------------------|----------------------|----------------------|------------------------|
| | Revised Budget | Actual | | |
| | (Total Year) | (Year To Date) | | |
| SOURCES OF FUNDS | | | | |
| Student Fees | \$ 36,707,788 | \$ 29,358,736 | \$ 7,349,052 | 80.0% |
| Support from State Govt. | 25,076,290 | 13,262,857 | 11,813,433 | 52.9% |
| Support from Fed. Govt. | 68,261 | 31,235 | 37,026 | 45.8% |
| Gifts, Contributions, Grants & Contracts | 4,400 | 4,400 | - | 100.0% |
| Sales & Services | 327,297 | 225,333 | 101,964 | 68.8% |
| Transfers (from other funds) | 551,494 | 551,494 | - | 100.0% |
| Other Sources | 265,609 | 126,283 | 139,326 | 47.5% |
| Fund Balance Transfers | 2,449,511 | 2,449,511 | - | 100.0% |
| TOTAL FUNDS AVAILABLE | \$ 65,450,650 | \$ 46,009,849 | \$ 19,440,801 | 70.3% |
| USES OF FUNDS | | | | |
| Staff Costs | | | | |
| Executive & Mgt. Staff | \$ 4,578,778 | \$ 2,442,196 | \$ 2,136,582 | 53.3% |
| Instructional Staff | 13,595,721 | 7,446,303 | 6,149,417 | 54.8% |
| Other Professional Staff | 6,797,873 | 3,742,431 | 3,055,441 | 55.1% |
| Tech., Clerical & Trade Staff | 4,686,226 | 2,577,529 | 2,108,697 | 55.0% |
| Instructional & Other Temp. Professionals | 8,236,613 | 4,834,000 | 3,402,614 | 58.7% |
| Student Employment | 433,166 | 225,424 | 207,742 | 52.0% |
| Benefits | 9,214,659 | 4,166,828 | 5,047,831 | 45.2% |
| Total Staff Costs | \$ 47,543,036 | \$ 25,434,712 | \$ 22,108,324 | 53.5% |
| Current Expenses | | | | |
| Travel | \$ 618,542 | \$ 233,197 | \$ 385,345 | 37.7% |
| Operating Expenses | 7,014,601 | 2,553,562 | 4,461,039 | 36.4% |
| Rental - Facilities & Equipment | 693,999 | 247,327 | 446,672 | 35.6% |
| Insurance | 790,643 | 494,118 | 296,525 | 62.5% |
| Utilities | 2,303,689 | 946,841 | 1,356,848 | 41.1% |
| Contract Services | 5,006,350 | 2,475,022 | 2,531,328 | 49.4% |
| Transfers (to other funds) | 5,830 | 5,830 | - | 100.0% |
| Other Expenses | 80,760 | 20,465 | 60,296 | 25.3% |
| Budget Holdback Contingency | 714,440 | - | 714,440 | 0.0% |
| Budget Contingency | 419,984 | - | 419,984 | 0.0% |
| Total Current Expenses | \$ 17,648,838 | \$ 6,976,362 | \$ 10,672,476 | 39.5% |
| Capital Expenditures | | | | |
| Capital Expenditures | \$ 258,777 | \$ 103,627 | \$ 155,150 | 40.0% |
| Total Capital Expenditures | \$ 258,777 | \$ 103,627 | \$ 155,150 | 40.0% |
| TOTAL EXPENDITURES & TRANSFERS | \$ 65,450,650 | \$ 32,514,700 | \$ 32,935,951 | 49.7% |

Edison State College District Board of Trustees Meeting

Information Reports

Faculty Senate Report February 28, 2012

- Updates from the Faculty Senate
 - Academic Calendar
 - Public Service Events
 - New College Operating Procedure
 - Events Coordinator from the Foundation Office
 - Search Processes
 - Job Description
 - Selection of Search Committee Members
 - Transparency of Membership and Progress
 - Department Chairs

Prof. Don Ransford, Speaker
- “Education for a New Humanity” Colloquium – Dr. Wendy Chase and Dr. Catherine Wilkins, Speakers