

Florida State College at Jacksonville
District Board of Trustees
Regular Meeting
A G E N D A
April 9, 2019 – 1 p.m.
Administrative Offices, Board Room 405

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

MINUTES OF THE FEBRUARY 12, 2019, DISTRICT BOARD OF TRUSTEES FINANCE & AUDIT COMMITTEE QUARTERLY MEETING (p. 313-314)

MINUTES OF THE FEBRUARY 12, 2019, DISTRICT BOARD OF TRUSTEES WORKSHOP (p. 315-316)

MINUTES OF THE FEBRUARY 12, 2019, DISTRICT BOARD OF TRUSTEES REGULAR MEETING (p. 317-331)

REPORT OF THE COLLEGE PRESIDENT

COMMENTS BY THE PUBLIC

The District Board of Trustees welcomes comments before the Board relating to matters under the Board's consideration during today's meeting. Those who wish to address the Board are required to complete a Public Comment Request form prior to the meeting. Requestors will be called upon by the Board Chair, and should immediately come to the podium. Comments are limited to three minutes per person, and the Board is not required to respond.

CONSENT AGENDA

Trustees may remove any item from the Consent Agenda for individual consideration under Action Items.

1. Purchasing: Delivery Order Contracting Services – Plumbing (p. 332)

ACTION ITEMS

1. Approval of Consent Agenda (p. 333)
- 1.A. Administration: College President Contract – John Avendano (p. 333-A – 333-Q)
2. Human Resources: Award of Continuing Contracts (p. 334-335)
3. Facilities: Resolution to Sell Real Property Held by the College Located in the Flagler Center Development (“Bartram Property”) (p. 336)

INFORMATION ITEMS

Trustees may request discussion of the Information Items.

- A. Human Resources: Personnel Actions (p. 337-339)
- B. Purchasing: Purchase Orders Over \$195,000 (p. 340)
- C. Finance: Investment Reports for Quarter Ended December 31, 2018 (p. 341-371)

INTRODUCTION OF NEW EMPLOYEES (Group Recognition)

REPORT OF THE BOARD CHAIR

REPORT OF THE FINANCE & AUDIT COMMITTEE CHAIR

**Florida State College at Jacksonville
District Board of Trustees**

AGENDA ITEM NO. A – 1.A.

Subject:	Administration: College President – John Avendano
Meeting Date:	April 9, 2019

RECOMMENDATION: It is recommended that the District Board of Trustees approve the appointment of Dr. John Avendano to the position of College President effective July 15, 2019. Dr. Avendano is being recommended at an annualized salary of \$290,000 and benefits as negotiated. It is also recommended that the Board approve the mutually agreeable employment contract for Dr. Avendano.

BACKGROUND: At its meeting on April 10, 2018, the Board approved the interim appointment of Mr. Kevin Hyde to the position of College President until such time as the position could be filled on a regular basis. The College engaged the services of AGB Search to assist in the search for a College President. Following the advertisement of the position, 74 applications were received and considered of which 12 applicants were identified for further consideration. At its meeting on April 3, 2019, the Board considered the three finalists as recommended by the Presidential Search Committee. Following a full discussion, the Board Chair was authorized to make the offer to Dr. Avendano and, with the assistance of Mr. Romualdo Marquinez (Assistant General Counsel) and Mr. Mark Lacey (Chief Human Resource Officer), to develop a mutually agreeable employment contract.

RATIONALE: Dr. Avendano is currently the president and CEO of Kankakee Community College in Illinois. He offers more than 30 years of community college experience including previously serving as the president of the Illinois Council of Public Community College Presidents and the past chair of the South Metropolitan Higher Education Consortium President's Council in Illinois.

Dr. Avendano's educational experience includes a bachelor's degree in exercise physiology and a master's degree in adult continuing education, both from Northern Illinois University. Additionally, he holds a doctorate in educational administration and foundations from Illinois State University.

FISCAL NOTES: The recommended salary is comprehended in the College's annual salary budget.

**CONTRACT OF EMPLOYMENT
BETWEEN
DISTRICT BOARD OF TRUSTEES OF
FLORIDA STATE COLLEGE AT JACKSONVILLE
AND
JOHN AVENDANO, PH.D.**

THIS CONTRACT OF EMPLOYMENT (the "Contract") is entered into as of the ____ day of April, 2019, with an effective date of July 15, 2019, by and between the DISTRICT BOARD OF TRUSTEES OF FLORIDA STATE COLLEGE AT JACKSONVILLE, (the "Board" or "the Board of Trustees"), and John Avendano, Ph.D., ("Dr. Avendano " or the "College President"). The Board and Dr. Avendano will collectively be referred to as "the parties".

IN CONSIDERATION of the mutual agreements, covenants, terms and conditions referenced herein, the parties agree as follows:

1. **Term of Employment.** The Board agrees to employ Dr. Avendano as the President of Florida State College at Jacksonville ("the College") from July 15, 2019 through June 30, 2022 ("the Term") pursuant to the terms and conditions set forth herein. The anniversary date hereafter of this Contract shall be deemed to be July 1 of each year and the Board will review the contract annually prior to each anniversary and make such modifications to the length of the contract, the salary of the College President, or other terms and conditions as may be mutually acceptable to the parties. Dr. Avendano agrees to accept the position and perform the duties of the College President for the Term pursuant to the terms and conditions set forth herein.

2. **Duties.** Dr. Avendano shall be vested with and exercise the authority, powers, duties and responsibilities as are commonly held and exercised by college presidents as set forth in Florida Statutes § 1001.65 and F.A.C. § 6A-14.0261, which are incorporated within this Contract by reference and attached as Exhibit one (1) and Exhibit two (2). Further, Dr. Avendano shall exercise the responsibilities as authorized by the Board and conduct activities necessary to advance the interests of the College. Specifically, Dr. Avendano agrees to devote his full working time and attention to the duties and responsibilities pursuant to the Contract and assigned to him by the Board, including, but not limited to, the administration and implementation of policies, procedures and directives related to the continuing establishment, operations, maintenance and improvement of the College.

3. **Outside Activities.** During the Term, and subject to the approval by the Board, Dr. Avendano may engage in “outside activities” such as serving on boards of directors and membership or affiliation with local, state and national professional and civic organizations. Dr. Avendano’s activities may include engaging in the delivery of speeches, writing and consulting services. The referenced “outside activities” shall not conflict or interfere with the performance of his obligations pursuant to the Contract. Any service, membership or affiliation with an organization which is determined to be in the best interest of the College by the College President shall be presented to the Board Chair for approval. Further, any request(s) for reasonable reimbursement of expenses related to such outside activities shall be presented to the Board Chair for approval. The Board shall not unreasonably withhold or delay any approval requested by Dr. Avendano pursuant to Section 3 or elsewhere in this Contract.

4. **Compensation.** The Board shall pay Dr. Avendano for services rendered as follows:

- a. **Salary.** For the period July 15, 2019 through June 30, 2022, an annual salary of Two Hundred Ninety Thousand dollars (\$290,000.00) payable in semi-monthly installments, subject to revisions at annual performance review as mutually agreed between the Board and Dr. Avendano.

At the Board’s sole discretion and based on Board’s annual evaluation and assessment of the College President’s performance and achievement of established goals and objectives, the College President shall be entitled to a performance incentive of Fifty Thousand dollars (\$50,000.00) payable within thirty (30) days following the Boards’ acceptance of the Dr. Avendano’s annual evaluation and upon notice of these findings. The goals and objectives of Dr. Avendano’s 2019-2020 evaluation shall be agreed upon by Dr. Avendano and the Board on or before August 30, 2019. The goals and objectives and amount of the performance incentive for subsequent years of the Contract will be negotiated and agreed to by Dr. Avendano and the Board as part of Dr. Avendano’s annual evaluation. The agreed upon terms will be written and will amend this Contract by addendum.

- b. **Insurance and Other Benefits.** Dr. Avendano is eligible for all Senior Management Class benefits as an employee as defined by College rules and procedures. The benefits provided to Dr. Avendano under this contract shall not be modified or cancelled unless he is provided with new or modified benefits substantially similar to or greater in quality or coverage than the modified or cancelled benefits.

The College shall pay the employer's health insurance premium costs for Dr. Avendano for: (a) base health plan; (b) dental; (c) vision; (d) disability and (e) life.

Dr. Avendano shall be responsible for paying the employee cost of the health insurance premiums for any dependent equal to the employee rate required of other full-time College employees.

- i. **Leave(s) of Absence.** Dr. Avendano shall receive vacation and sick leave benefits as follows:

- Two (2) days per month of vacation leave. Upon termination, any vacation leave balance shall be converted to and paid as compensation to Dr. Avendano at the then current per diem rate pursuant to the Rules of the Board of Trustees. One (1) day of sick leave per month which shall be accrued, used, and compensated upon termination per applicable Florida statute and the Rules of the Board of Trustees.

Dr. Avendano will be entitled to accept and retain any speaking fee or honoraria paid in connection to any speaking engagement or seminar when he is on approved vacation leave.

- ii. **Retirement.** Dr. Avendano will enroll in the State of Florida Retirement System (FRS) or may opt out of such in exchange for payment(s) by the College of eight percent (8%) of base salary to an approved 403(b) plan not to exceed the IRS annual compensation limit or the IRS annual 415(c) limits. These payments shall be made on a regular schedule through the

College's payroll system.

- iii. **Deferred Compensation.** Senior Management Benefit Days earned and accrued at one-half day per month for the first seven (7) years of service pursuant to Board Rule. The balance shall be converted to compensation and paid upon termination after three (3) full years of service as provided for in Board Rule 6Hx7-3.63.
- iv. **Housing.** Dr. Avendano shall receive, as additional compensation, an annual housing allowance of Twenty-Five Thousand dollars (\$25,000.00), payable in semi-monthly installments.
- v. **Automobile Provision.** Dr. Avendano shall receive, as additional compensation, an annual auto allowance of Twelve Thousand dollars (\$12,000.00), payable in semi-monthly installments, in lieu of the purchase of a motor vehicle for use by the College President, reimbursement for mileage, tolls and parking.
- vi. **Sum of Compensation.** Except as otherwise provided in the Contract, it is understood and agreed that the terms specified herein represent the total compensation Dr. Avendano is entitled for the services he performed.
- vii. **Executive Physical.** Once per year, Dr. Avendano may elect to have an executive physical conducted by a health care provider of his choice. The College will pay or reimburse Dr. Avendano for the cost of the annual executive physical that is not otherwise covered by health insurance.
- viii. **Tax matters.** All compensation and benefits provided by the Board pursuant to this Contract shall be subject to the customary withholding tax, social security tax, and other taxes as may be required by the State of Florida and the United States of America.

5. **Reimbursable Expenses.** Subject to Dr. Avendano providing receipts or other documentation in accordance with the Board's established policies and the College's procedures and rules, the College shall reimburse Dr. Avendano for the following:

- a. Any reasonable moving expenses incurred by Dr. Avendano in connection with moving to the College's service area and with approval by the Board, upon presentation of receipts or other documentation sufficient to support the claim for reimbursement.
- b. The College shall reimburse, in the manner provided pursuant to the Board's established policies and the College's procedures and rules, reasonable fees and costs relating to membership dues for professional associations incurred by Dr. Avendano; for subscriptions for professional journals; and any other expense that is in the best interest of the College and is within the annual budget established by the Board.

6. **Withholding.** All payments under this Contract shall be made subject to applicable tax withholdings. The College shall withhold from any payments under the Contract all federal, state and local taxes as the College is required to withhold pursuant to any law or governmental rule or regulation. Dr. Avendano shall be solely responsible for all federal, state and local taxes due with respect to any payment received under this Contract.

7. **Travel.** Dr. Avendano is authorized to travel on behalf of the College if it is determined that it is in the best interest of the College. Dr. Avendano is required to notify the Board Chair, in writing, regarding travel outside the State of Florida, whether domestic or international, except for his personal leave. Dr. Avendano is required to provide an outline with regard to the period of domestic or international travel, the purpose, itinerary, funding (if other than the College) or gift and how he may be contacted while traveling.

8. **Code of Ethics.** Dr. Avendano is subject to the provisions of Chapter 112, Florida Statutes and acknowledges that he shall not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the best interest of the College. Further, Dr. Avendano agrees that he is subject to and required to adhere to the following statutory provisions and rules:

- a. Florida Statutes, §112.313 concerning standards of conduct for public officers;
- b. Florida Statutes, §112.3145 with regard to full and public disclosure of financial

interest

- c. Florida Statutes, §112.318 relating to gift disclosure;
- d. Florida Statutes, §112.3149 with regard to solicitation and disclosure of honoraria; and
- e. Board Rule 6Hx7-2.28 concerning Standards of Conduct and Compliance for Employees; and
- f. Administrative Procedure Manual Rule 02-0211, Standards of Business Conduct and Ethics.

9. **Performance Review.** The performance review shall be conducted annually pursuant to State Board of Education Rule 6A-14.026.

10. **Termination.** The Contract may be terminated pursuant to the following:

a. **Death or Disability.** In the event of the death or permanent disability of Dr. Avendano, the Contract shall terminate and Dr. Avendano or his estate, as the case may be, shall be due compensation and benefits hereunder only to the date of death or determination of disability by the Board.

i. **Death.** If Dr. Avendano dies while employed, the College shall pay to his spouse, executor, legal representative, administrator or designated beneficiary, as applicable and as a lump sum, all amounts earned or accrued, pursuant to paragraph 4.a. above, that have not been paid as of the date of his death, and all benefits accrued or earned before or upon his death in accordance with the terms of any applicable benefit plans and programs of the College described in paragraph 4 b. Except as otherwise set forth above or provided in Board Rule 6Hx7-3.64, the College shall have no further liability or obligation under the Contract to Dr. Avendano's spouse, executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through Dr. Avendano.

- ii. Disability. If Dr. Avendano is unable to perform the essential functions of his position with or without reasonable accommodation during the Term because of physical or mental injury or illness (“Disability”), subject to any limitations imposed by federal, state or local laws for the College to provide a reasonable accommodation to him, if such reasonable accommodation would not impose an undue hardship to the College and would enable him to satisfactorily perform the essential functions as the College President.
 - iii. Determination of Disability. Dr. Avendano, upon the request and at the expense of the Board, agrees at any time during the Term to submit to examination by a qualified physician or physicians to be selected by Dr. Avendano from a list consisting of not less than three physicians approved by the Board. Dr. Avendano authorizes the report of this examination to be submitted to the Board with a copy being forwarded to Dr. Avendano. Notwithstanding the examination, the Board shall comply with the terms of the Florida Civil Rights Act and/or Americans with Disabilities Act relating to discrimination against individuals with a disability and its obligation, as an employer, to reasonably accommodate individuals with a disability.
- b. Other Termination. The Board shall have the right to suspend or dismiss Dr. Avendano at any time, with or without cause.
- i. Dr. Avendano may be terminated if he receives a negative evaluation and by a vote of a majority of the Board not to be retained. In response, Dr. Avendano shall be dismissed, the Contract shall be terminated, and Dr. Avendano shall only be entitled to an amount equal to twenty (20) weeks of compensation of base salary at the time of dismissal as provided for in §215.425(4)(a)(1), Florida Statutes.
 - ii. Dr. Avendano may be dismissed without cause. If sub-paragraph (i) does not apply, Dr. Avendano shall be paid the remainder of his base salary at the time of termination for the balance of the term of the Contract, provided that the Board shall not pay any amount in excess of such salary for twenty (20) weeks from nontax revenues and nonstate-appropriated funds, the

payment and receipt of which does not otherwise violate part III of chapter 112, Florida Statutes, as provided for in §215.425(2)(a), Florida Statutes.

- iii. Dr. Avendano may be terminated for cause. With termination for cause, the Board shall determine the amount, if any, of termination compensation to be provided consistent with Florida law including, without limitation, §215.425, Florida Statutes. Provided, however, that if Dr. Avendano is terminated for “misconduct” as defined by §443.036(30), Florida Statutes, as that section may be amended from time to time, the Board shall not pay Dr. Avendano any severance pay.

Reasons for termination, in the sole discretion of the Board, for cause shall include the following:

1. A deliberate and certain violation of his duties and responsibilities as set forth in the Contract, or his refusal or unwillingness to perform such duties and responsibilities in good faith and to the best of his abilities.
2. Any conduct constituting moral turpitude or dishonesty that result in public disrespect, contempt, or ridicule upon the College.
3. A serious and deliberate violation of a State or Federal law or rule that adversely reflects upon or affects the College.
4. Prolonged chronic and/or excessive absences from duty without the Board’s approval.
5. Misconduct as defined in §443.036(29), Florida Statutes.

Upon termination of the Contract, Dr. Avendano shall return, at a time and a place mutually agreed upon by the parties, all College property issued to him.

Dr. Avendano will have the authority to terminate the Contract with or without cause by providing reasonable notice, based on the circumstances. If Dr. Avendano provides reasonable notice, he will be required to complete his duties and responsibilities as determined by the Board. Dr. Avendano will be compensated through the effective date of his termination unless he fails to

complete his assigned duties and responsibilities. The Board, in its sole discretion may withhold any accrued salary, compensation and benefits.

11. **Arbitration.** The parties hereby agree and consent that any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof, shall be heard by and finally settled by arbitration conducted expeditiously in accordance with the American Arbitration Association (“AAA”) Rules. The parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based in contract, civil responsibility/tort or otherwise) arising out of, or relating to, this Agreement. The parties agree and consent that Duval County, Florida shall be the jurisdiction and venue for any such arbitration. Any arbitrator not appointed by a party shall be appointed from the AAA Roster of Neutrals. The arbitration shall be governed by the United States Arbitration Act and any judgment upon the award decided upon by the arbitrators may be entered by any court having jurisdiction thereof. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any damages in excess of compensatory damages but the arbitrators may, in their discretion, award a party’s reasonable costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) in connection with such party successfully prevailing in a dispute.

12. **Survivorship.** The respective rights and obligations of the parties under the Contract shall survive any termination of Dr. Avendano’s employment to the extent necessary to the intended preservation of such rights and obligations.

13. **Notices.** All notices and other communications required or permitted under this Contract or necessary or convenient in connection with it, shall be in writing and shall be deemed to have been provided when hand delivered or mailed by registered or certified mail, to the following:

To the College:

Chair, District Board of Trustees
Florida State College at Jacksonville
501 West State Street
Jacksonville, FL 32202

with a copy to:

Office of General Counsel
Florida State College at Jacksonville
501 W State Street, Room 403
Jacksonville, FL 32202

To John Avendano, Ph.D.:

John Avendano, Ph.D.
Office of the College President
501 West State Street
Jacksonville, FL 32202

14. **Entire Contract, Amendment and Assignment.** The Contract supersedes and replaces any prior understandings between the parties, whether written or oral. The Contract sets forth the entire understanding between the parties with respect to its subject matter, and cannot be changed, modified, extended or terminated except upon written amendment approved by the Board and executed on its behalf by a duly authorized member of the Board and by Dr. Avendano. All of the terms and conditions of the Contract shall be binding upon and inure to the benefit of and be enforceable by the Board and the respective, heirs, executors, administrators, legal representatives, successors and assigns of the parties, except that the duties and responsibilities of Dr. Avendano under the Contract are of a personal nature and shall not be assignable or delegable in whole or in part by him.

15. **No Conflicting Agreements.** Dr. Avendano represents and warrants that he is free to enter into this Contract, acknowledges its' terms and conditions and is prepared to perform as stated herein. Dr. Avendano is not a party to any existing agreement which would prevent him from entering into and performing the Contract.

16. **Severability.** If any provision of the Contract is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of the Contract which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or

unenforceable with respect to particular circumstances, the Contract shall nevertheless remain in full force and effect in all other circumstances.

17. **No Waiver of Remedies.** No delay or omission by a party in exercising any right, remedy or power under the Contract or existing at law or in equity shall be construed as a waiver by that party, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

18. **Beneficiaries/References.** Dr. Avendano shall be entitled, to the extent permitted under any applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit payable under the Contract following his death by giving the College written notice thereof. In the event of Dr. Avendano's death or a judicial determination of his incompetence, references in the Contract to Dr. Avendano shall be deemed, where appropriate, to refer to his beneficiary or beneficiaries, estate or other legal representative, as appropriate.

21. **Miscellaneous.** All section headings used in the Contract are for convenience only. The Contract may be executed in counterparts, each of which is an original. It shall not be necessary in making proof of the Contract or any counterpart of it to produce or account for any of the other counterparts.

22. **Governing Law.** The Contract shall be governed by and interpreted under the laws of the State of Florida, State Board of Education Rules, and Board policies and regulations now existing or hereafter enacted or promulgated.

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Given under our hands and seals this _____ day of April, 2019, at Jacksonville, Florida.

Attest:

DISTRICT BOARD OF TRUSTEES OF
FLORIDA STATE COLLEGE AT
JACKSONVILLE

By: _____
Chair, Karen Bowling

Attest:

COLLEGE PRESIDENT

By: _____
John Avendano, Ph.D.

Exhibit one (1) – POWERS AND DUTIES

As provided in §1001.65, Florida Statutes¹, the President's powers and duties are set forth and include the following:

The president is the chief executive officer of the Florida College System institution, shall be corporate secretary of the Florida College System institution Board of Trustees, and is responsible for the operation and administration of the Florida College System institution. Each Florida College System institution president shall:

- (1) Recommend the adoption of rules, as appropriate, to the Florida College System institution Board of Trustees to implement provisions of law governing the operation and administration of the Florida College System institution, which shall include the specific powers and duties enumerated in this section. Such rules shall be consistent with law, the mission of the Florida College System institution, and the rules and policies of the State Board of Education.
- (2) Prepare a budget request and an operating budget pursuant to Florida Statutes §1011.30 for approval by the Florida College System institution board of trustees at such time and in such format as the State Board of Education may prescribe.
- (3) Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel, within law and rules of the State Board of Education and in accordance with rules or policies approved by the Florida College System institution Board of Trustees.
- (4) Govern admissions, subject to law and rules or policies of the Florida College System institution Board of Trustees and the State Board of Education.
- (5) Approve, execute, and administer contracts for and on behalf of the Florida College System institution Board of Trustees for licenses; the acquisition or provision of commodities, goods, equipment, and services; leases of real and personal property; and planning and construction to be rendered to or by the Florida College System institution, provided such contracts are within law and guidelines of the State Board of Education and in conformance with policies of the Florida College System institution Board of Trustees, and are for the implementation of approved programs of the Florida College System institution.

¹ Florida State College at Jacksonville is referred to as "the Florida College System Institution" within Florida Statutes, §1001.65.

- (6) Act for the Florida College System institution Board of Trustees as custodian of all Florida College System institution property and financial resources. The authority vested in the Florida College System institution president under this subsection includes the authority to prioritize the use of Florida College System institution space, property, equipment, and resources and the authority to impose charges for the use of those items.
- (7) Establish the internal academic calendar of the Florida College System institution within general guidelines of the State Board of Education.
- (8) Administer the Florida College System institution's program of intercollegiate athletics.
- (9) Recommend to the Board of Trustees the establishment and termination of programs within the approved role and scope of the Florida College System institution.
- (10) Award degrees.
- (11) Recommend to the Board of Trustees a schedule of tuition and fees to be charged by the Florida College System institution, within law and rules of the State Board of Education.
- (12) Organize the Florida College System institution to efficiently and effectively achieve the goals of the Florida College System institution.
- (13) Review periodically the operations of the Florida College System institution in order to determine how effectively and efficiently the Florida College System institution is being administered and whether it is meeting the goals of its strategic plan adopted by the State Board of Education.
- (14) Enter into agreements for student exchange programs that involve students at the Florida College System institution and students in other institutions of higher learning.
- (15) Approve the internal procedures of student government organizations and provide purchasing, contracting, and budgetary review processes for these organizations.
- (16) Ensure compliance with federal and state laws, rules, regulations, and other requirements that are applicable to the Florida College System institution.
- (17) Maintain all data and information pertaining to the operation of the Florida College System institution, and report on the attainment by the Florida College System institution of institutional and statewide performance accountability goals.
- (18) Certify to the department a project's compliance with the requirements for expenditure of PECO funds prior to release of funds pursuant to the provisions of chapter 1013, Florida Statutes.

- (19) Provide to the law enforcement agency and fire department that has jurisdiction over the Florida College System institution a copy of the floor plans and other relevant documents for each educational facility as defined in Florida Statutes, §1013.01(6). After the initial submission of the floor plans and other relevant documents, the Florida College System institution president shall submit, by October 1 of each year, revised floor plans and other relevant documents for each educational facility that was modified during the preceding year.
- (20) Establish a committee to consider requests for waivers from the provisions of Florida Statutes, §1008.29 and approve or disapprove the committee's recommendations.
- (21) Develop and implement jointly with school superintendents a comprehensive dual enrollment articulation agreement for the students enrolled in their respective school districts and service areas pursuant to Florida Statutes, §1007.271(21).
- (22) Have authority, after notice to the student of the charges and after a hearing thereon, to expel, suspend, or otherwise discipline any student who is found to have violated any law, ordinance, or rule or regulation of the State Board of Education or of the Board of Trustees of the Florida College System institution pursuant to the provisions of Florida Statutes, §1006.62.
- (23) Submit an annual employment accountability plan to the Department of Education pursuant to the provisions of Florida Statutes, §1012.86.
- (24) Annually evaluate, or have a designee annually evaluate, each department chairperson, dean, provost, and vice president in achieving the annual and long-term goals and objectives of the Florida College System institution's employment accountability plan.
- (25) Have vested with the president or the president's designee the authority that is vested with the Florida College System institution.

Exhibit two (2) - POWERS AND DUTIES

Florida Administrative Code Section 6A-14.0261 provides for the general powers of the President.

The president shall:

(1) Exercise general oversight of the College to determine needs and recommend improvements.

(2) Advise and counsel the Board of Trustees and recommend Board action.

(3) Recommend and enforce rules of the Board of Trustees.

(4) Recommend and enforce minimum standards for the operation of college programs and for student completion of instructional programs.

(5) Perform duties and exercise responsibilities assigned by law, by rules of the State Board of Education, and by the Board of Trustees.

(6) Delegate authority necessary to insure that laws and rules are executed efficiently.