

### **Budget, Finance and Facilities Committee**

Meeting Materials September 15, 2021



### **Budget, Finance and Facilities Committee Meeting**

Wednesday, September 15, 2021 8:30 a.m.

**Location: Grand Ballroom** 

**Committee Members:** Kimberly Moore, Chair

Otis Cliatt, Thomas Dortch, Kelvin Lawson, Belvin Perry, Craig Reed and Kenny Stone

### **AGENDA**

I.Call to OrderTrustee MooreII.Roll CallDr. Lynn B. Turner

#### **ACTION ITEMS**

III. Minutes from the June 2, 2021 Committee Meeting Trustee Moore

IV. Minutes from the August 4, 2021 Committee Meeting Trustee Moore

V. Amendment to BOT Policy # 2005-23, Benefits and Leaves Mrs. Rebecca Brown /

Ms. Sandi Smith-Anderson

VI. University-Wide Service Agreements

a. Data Set Ready, Inc.b. Cisco Systems, Inc.

c. Creston Electronics, Inc.

VII. 2021-2022 University Carryforward Spending Plan and

Fixed Capital Outlay Budget

Mrs. Rebecca Brown /
Mrs. Nichole Murry

Mrs. Rebecca Brown

### **INFORMATION ITEMS**

VIII. Vice President for Finance and Administration's Report Mrs. Rebecca Brown

a. Financial Status Report / Quarterly Budget Review

b. Report on MWBE

c. Project Updates – University Construction / Operations

i. Bragg Memorial Stadium

d. Master Plan Timeline

IX. Compensation Study (Scope and Objective) Mrs. Rebecca Brown

X. COVID 19 Expenditure Report to Date Dr. Erick Akins

XI. Budget, Finance and Facilities Committee Action Plan Trustee Moore

XII. Adjournment Trustee Moore

Supplemental Document: List of Contracts over \$100,000



### **ACTION ITEM:**

Minutes from June 2, 2021 Committee Meeting



### Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: <u>III</u>

Subject: Minutes from the June 2, 2021 Committee Meeting

**Proposed Board Action:** In accordance with the Florida Statutes, a governing body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

**Attachments:** Yes

1. Budget, Finance and Facilities Committee Meeting Minutes (June 2, 2021)

### Florida Agricultural and Mechanical University Board of Trustees

### **Budget, Finance, and Facilities Committee**

Trustee Kimberly Moore, Committee Chair Wednesday, June 2, 2021 Location: Grand Ballroom

#### **MINUTES**

**Committee Members Present:** Kimberly Moore, Otis Cliatt, Kelvin Lawson, Belvin Perry, Craig Reid, and Kenny Stone

### Call to Order/Roll Call

Chair Moore called the meeting to order. Mrs. Taylor called the roll. A quorum was present.

#### **ACTION ITEMS**

### Approval of Minutes - March 3, 2021.

There were no revisions to the minutes.

The motion to approve this action item was carried.

### 2021-2022 Preliminary University Budget

VP Robertson and Director Murry presented the 2021-2022 preliminary operating budget that is \$335.6 million compared to last year's budget of \$376 million. The difference compared to last year's budget are in general revenue and educational enhancements. The preliminary operating budget must be submitted to the Board of Governors by June 22, 2021 to allow access to the FY22 budget on July 1, 2021. The motion to approve this action item was carried.

### 2021-2022 Fixed Capital Outlay Budget

VP Robertson stated each year the university updates and gets the Board of Governor's approval of the Capital Improvement Plan (CIP), which is to be submitted by July 1, 2021. Based on the findings of FAMU's peer group in the Plant Survey, and in alignment with the Master Plan, the FY2021-22 CIP projects requests were presented to the board in priority order.

The motion to approve this action item was carried.

### Phase II Bragg Stadium Construction Management Firm Contract

VP Robertson stated that for Phase II Bragg Stadium Construction, a construction management firm is to be selected for pre-construction and construction services. The contract is a guaranteed-minimum price contract and construction will begin November 2021. The anticipated completion is September 2022, the beginning of football season.

The motion to approve this action item was carried.

### Amendment to Regulation 3.017, Schedule of Tuition and Fees

VP Robertson stated that this is an amendment to decrease the repeat course fee rate from \$198.86 to \$189.76 per credit hour in accordance with other SUS institutions. VP Robertson indicated no significant budget impact due to the small amount and a quantitative analysis will be provided to the Board. The motion to approve this action item was carried.

### **Non-Recurring Performance Wage Increase**

VP Robertson requested approval of a one-time, non-recurring \$2000 lump sum payment for E&G and non-E&G, faculty, A&P, USPS and graduate assistant employees. The E&G employees payment proposed is merit-based and would be funded by the release of the 6% holdback (approx. \$7.3 million) from the Governor. President Robinson commented that this action is important to him because of the great work of the faculty, staff and students since the pandemic this year and last year. He added that a policy must be developed to address a compensation strategy. The total cost of the one-time payment is \$3.9 million.

### Questions/Comments re: Non-Recurring Performance Wage Increase

- Trustee Harper asked if the university had a compensation philosophy.
- Response: VP Robertson stated that there is no Board or University policy and that this is an extremely important topic that was discussed at the SLT Retreat last week. Trustee Moore agreed that it is a priority and must be completed.
- Trustee Stone wanted to clarify that the university had an inflow of \$7.3 million and will award \$3.9 million to the university employees.
- Response: VP Robertson clarified that the \$7.3 million is a release of the 6% held back on the E & G side and approximately \$2.8 million will go to E&G employees. The difference would be used in the E&G budget for this year and any funds remaining will carryforward to the next fiscal year.
- Trustee Dubose asked the university to address the ongoing merit increase process and the commitment to the budget going forward to ensure that we retain employees beyond this year.
- Response: VP Robertson stated this is a priority and consideration of this will be built in next year's budget.
- Trustee Cavazos asked how the criteria for making the decision of who would receive the merit performance increase is decided.
- Response: VP Robertson stated that it will involve the direct supervisors as well as the Vice Presidents in the allocation. Office of General Counsel is also working with HR to speak with the unions regarding their requirements for the implementation.
- Trustee Washington commented on the 7% state-required minimum in the E&G budget and asked how was the carryforward balance zero.

Response: VP Robertson stated the carry forward balance is at zero after the 7% required minimum. The motion to approve this action item was carried.

### Name Change – Beggs Avenue to FAMU Law Lane

VP Robertson introduced Ms. Suwana Jean Janvier, Student Bar Association (SBA) President, to present this agenda item. Ms. Jean Janvier stated that the SBA is excited about the work in progress to change the name of the street in front of the law school to FAMU Law Lane. This effort is supported by the Mayor of Orlando and Commissioner Regina Hill. The SBA requests this board's approval of the application so that the request can go through the first and second reading of the county commission. The submission deadline to the City of Orlando is June 21, 2021. No opposition to the application is anticipated. The motion to approve this action item was carried.

### **CDW Government LLC Participation Agreement**

VP Robertson requested the agreement to join the piggyback contract with our sister institutions to commit to a minimum purchase of \$2 million for the purchase of typical office supplies, computer software, computers and computer equipment. Our current spend is approximately \$2.2 million for this year and \$2.1 million the prior year. This agreement will save the university a considerable amount of money for commodities and equipment spending.

The motion to approve this action item was carried.

### INFORMATION ITEMS

### Vice President for Finance and Administration's Report:

### a. Financial Status Report / Quarterly Budget Review

VP Robertson presented the board-approved operating budget of \$374 million for FY21, which is a reduction from the approved FY20 budget of \$382 million. Despite the lower budget, we have maintained and will end the year balanced. He stated that the CARES Act money insulated our base budget from the shocks of the pandemic.

### b. Report on MWBE

VP Robertson reported of the approximate \$40 million spend, 9% (\$3.8 million) was spent with MWBE.

### Questions/Comments re: Report on MWBE

• Trustee Harper asked if there was an opportunity to explore Tier II spending that happens in supplier diversity where large companies that are not diverse will have a percentage of their spend with Tier II diverse suppliers? Response: VP Robertson stated that the larger businesses are encouraged to participate in sub-contracting (with Tier II firms) as part of our vendor diversity program.

### c. Project Updates - University Construction / Operations

VP Robertson informed the board of the three construction projects. The Student Service Center Dining Hub and the Student Amphitheater are complete. The Bragg Memorial Stadium Phase I has begun.

### **COVID 19 Relief Spending Plan**

President Robinson first clarified that this item is an information item rather than an action item. Then, President Robinson emphasized that funds must be spent consistent with guidelines received for other DOE funds used for Title III and sponsored research programs. VP Hudson reported that the \$10.8 million for Student Support would go to Title IV-eligible students who demonstrated a financial need and have an unpaid balance. Funding is also available to cover tuition, fees, room, board, books, personal expenses, transportation and health insurance to assist in decreasing the students' debt. Funding was also used to assist financial aid in enhancing its IT support to effectively disburse funds. VP Edington reported that, under Distance Education-Academic Instruction, funds were allocated to continue to offer academic and student support services and enhance the infrastructure for student success. VP Robertson reported on the technology and operational cost.

### Questions/Comments re: COVID 19 Relief Spending Plan

- Trustee Dubose asked if any allocations had been earmarked for mental health support costs? He asked what could be done to support students' mental health perspective in light of the pandemic.

  Response: VP Hudson indicated that funding had been invested from previous CARES Acts funds

  And counselor have been hired. Additional mental health and tele-mental health counselors are being hired through the Student Affairs funding.
- Trustee Whigham commented that the student body completed extensive work in reframing the Victim Advocate Division and Title IX framework last summer. They are focusing on working with students and organizations to ensure that everyone is educated. She indicated that the new counselors were doing a great job with students.
- Trustee Lawson commented that he wants to make sure that the funds are continuously being allocated according to federal guidelines. He asked if we are leveraging the opportunities provided for HBCU's and using this time to increase our footprint inside of Washington for other dollars that may be coming.

Response: Trustee Moore commented on the oversight indicative of VPs Hudson, Edington, Robertson and Executive Director Akins' collaborative involvement and reporting. VP Robertson stated that the monies are restricted similar to the Title III funding and are managed by the Title III team. An initial internal audit of the processes has been completed and it found no issues. In terms of reaching out to DC and looking at other parts of the Coronavirus CARES, HERFF and CRRSAA monies, there are other allocations and opportunities that are discussed for consideration during the SLT meetings.

• President Robinson commented that the university is aware and extremely thankful for the funds received this past year because, without them, it would have been a different outcome for the university.

### **COVID-19 Expenditures Report to Date**

Dr. Erick Akins, Executive Director, Title III, presented the CARES Act fund distributions ending April 19, 2021 with a breakdown of the \$26.3 million in fund allocations to be spent by June 30, 2021. He reported that the university has reported 100% spend in expenditures and encumbrances to the Department of Education.

### **Duke Energy Extension**

Executive Director Gainous provided a summary and update on the Duke Energy solar field. He informed the board that, as of March 5, 2021, the due diligence project was extended and a \$3,000 non-refundable payment was remitted in accordance with the signed land lease agreement. To date, Duke Energy has eliminated \$30 million from network upgrades and the project is moving forward. By the end of September, Duke Energy will begin onsite efforts. The permitting process will begin in the summer with a projected completion date of 2023. VP Robertson added that the participation agreement would generate approximately \$1 million annually for FAMU once the project is operational.

### **Housing Facilities Updates**

Director Wilder presented demolition projects and preliminary estimates for Paddyfoote and Truth Halls. The department also presented housing projections for fall 2021. As of May 21, 2021, confirmed occupancy is 10% higher than 2019, a pre-COVID year. Housing is preparing for full capacity, but anticipate a normal room occupancy rate of 90% for the 2021-2022 academic year.

### Questions/Comments re: Housing Facilities Updates

- Trustee Lawson asked if the master plan included any plans for the Paddyfoote area after demolition. Response: VP Robertson stated that surface parking or green space would be great for the area, however housing is not designated for those sites according to the master plan. He added that topic will be discussed further in the Board's August Retreat.
- Trustee Cavazos asked, since the university is returning to normal room occupancy, will there be a mandate for students that share rooms to be vaccinated? Trustee Whigham asked if there will be options for students to select roommates based on their vaccination status.

Response: Director Wilder responded that we cannot mandate students to have a vaccination and housing is not privy to students' medical information (due to HIPPAA policies).

### Strategic Retreat - Discussion Topics

Trustee Moore solicited topics from BFF committee members for discussion at the upcoming Board Retreat. Recommended topics were housing- deferred maintenance and demolition, budget, the master plan review, compensation philosophy program prioritization status updated, Tier II procurement opportunities, and recruitment and support of African American males at the university. The opportunity for additional input will be presented during the June 3, 2021 BOT meeting.

### The meeting adjourned.



### **ACTION ITEM:**

Minutes from August 4, 2021 Committee Meeting



# Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: IV

Subject: Minutes from the August 4, 2021 Committee Meeting

**Proposed Board Action:** In accordance with the Florida Statutes, a governing body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

**Attachments:** Yes

1. Budget, Finance and Facilities Committee Meeting Minutes (August 4, 2021)



### Florida Agricultural and Mechanical University Board of Trustees

### **Budget, Finance and Facilities Committee** Trustee Kimberly Moore, Committee Chair

Wednesday, August 4, 2021 – Thursday, August 5, 2021 Location: College of Law (Orlando, FL)

### **MINUTES**

**Committee Members Present:** Kimberly Moore - Chair, Otis Cliatt, Kelvin Lawson, Belvin Perry, Craig Reid, and Kenny Stone

### Call to Order/Roll Call

Chair Moore called the meeting to order. Dr. Turner called the roll. A quorum was present.

NOTE: The meeting agenda items were re-arranged and presented over a two-day period during the BOT Retreat. The minutes are provided with items shown in the order presented.

#### **ACTION ITEM**

### 2021-2022 Final University Budget

University Budget Director Nichole Murry reminded that the preliminary budget was approved by the board in June 2021. Murry proceeded with presenting an overview of the 2021-2022 Operating Budget Summary Schedule document that was provided as handouts and in the committee materials. The BOT-approved final university operating budget is due to the Florida Board of Governors by August 11, 2021.

### Questions/Comments re: 2021-2022 Final University Budget

- Trustee Harper suggested development of a comparison showing the changes from the previous year.
  - <u>Response:</u> Trustee Moore informed that University Budget Director Nichole Murry will provide Board members with a comparison of the FY19/20 FY21/22 operating budgets with explanations.

The motion to approve this action item was carried.

### **Banking Resolution**

General Counsel Dr. Denise Wallace presented the banking resolution that designates the University President, newly appointed Interim Chief Financial Officer W. Rebecca Brown, and its Assistant Vice President and Controller as authorized signatories.



The motion to approve this action item, with the modification to correct the name W. Rebecca Brown as Interim Chief Financial Officer, was carried.

#### **INFORMATION ITEM**

### **Board Member Financial (at-a-glance)**

Trustee Moore directed committee members to review the "Procurement-at-a-glance" document in the committee materials packet. The document provides detail on approval routing based on transaction dollar amount thresholds.

### **DISCUSSION ITEMS**

### **University's Master Plan Discussion**

Consultant Shawn Kalbli led the discussion on the **University Campus Master Plan**. Kalbli provided an overview of the Campus Master Plan Update 2015-2025 that included proposed housing facilities locations, proposed academic, support facilities and housing demolition (not inclusive of Gibbs Hall which was discussed following this presentation). Additionally, Kalbli presented proposed renovations and infrastructure modifications. Kalbli stated that the presented drawings are based on the prior plan and may not be where FAMU is headed today. NOTE: The University Campus Master Plan has to be completed October 2022. There will be several opportunities in the planning and review process for stakeholder input.

David Vincent of JRA Architects, Inc. discussed **current housing considerations** related to Gibbs Hall, Palmetto South and Phase III Apartments. Chris presented information on the **deferred maintenance plan**.

### Questions/Comments re: Current Housing Considerations

- Trustees requested clarification on renovation and remodeling costs versus replacement costs. Additionally there were concerns regarding the reduction in the number of beds and accommodating the students' desire and need for on-campus housing.
   <u>Response:</u> Trustee Moore committed to having a document developed by staff that includes summary of housing options, goals, timing of options, costs, longevity / effectiveness of each option.
- Trustee Harper suggested exploration for establishing a real estate foundation similar to what has been done at North Carolina A&T University.

VP Hudson presented information on **future housing options**. Currently 2450 beds are on campus. A cost analysis to compare the options for renovation/remodeling with replacement of Gibbs Hall, Palmettos South and Phase III is being done and will be presented to the BOT. This analysis is similar to what is currently being requested from the previous discussion on



current housing considerations. VP Hudson reviewed a chart on the analysis of remaining and added beds and proposed next steps.

### <u>Questions/Comments re: Future Housing Options</u>

- Clarification was provided to ensure Trustees that when residence halls are renovated/remodeled and replaced, the goal is for the overall total bed count to be "net neutral". Also, construction will be done in phases to consider an appropriate amount of beds are on line for students.
- Trustee Reed stated that we must strategically place housing and other facilities in consideration of the campus master plan.

The meeting adjourned.



### **ACTION ITEM:**

# Amendment to BOT Policy #2005-23, Benefits and Leaves



# Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: ∨

**Subject:** Amendment to BOT Policy # 2005-23, Benefits and Leaves

### **Proposed Board Action:**

The amendment to this BOT Policy is to provide employees an additional Fall Break day on the Wednesday before Thanksgiving and add the new federal holiday, Juneteenth as a University holiday.

For the past few years, the University showed appreciation to employees by allowing an additional Fall Break day on the Wednesday before Thanksgiving. In addition, this Fall Break Day is trending with other universities within the State University System of Florida.

Juneteenth (officially Juneteenth National Independence Day is June 19) is a federal holiday in the United States commemorating the emancipation of African-American slaves. The day was recognized as a federal holiday on June 17, 2021, when President Biden signed the Juneteenth National Independence Day Act into law.

### Attachments: Yes

- 1. Current BOT Policy 2005-23 Benefits and Leaves
- 2. Proposed (Mark-up Version) BOT Policy 2005-23



### Florida Agricultural & Mechanical University Board of Trustees Policy

**Board of Trustees Policy Number:** 2005-23

**Date of Adoption/Revision:** October 6, 2005; September 13, 2007; December 3, 2009

Subject	BENEFITS AND LEAVES
lutionity	Chapters 110, 117, 1012 and Sections 92.142, 110.121, 110.118, 110.122, 110.222, Florida Statutes; Fair Labor Standards Act (FLSA) of 1938, as amended, Family and Medical Leave Act (FMLA) of 1993; Americans with Disabilities Act (ADA) of 1990.
Applicability	This policy applies to all University employees.

### 1. BENEFITS AND HOURS OF WORK

- (a) Benefits made available to Faculty, A&P, and USPS employees include paid and unpaid leave, holidays, State- and University-sponsored insurance programs and retirement. Benefits and hours of work requirements shall be administered consistent with the provisions set forth herein.
- (b) Each employee is expected to work the number of hours in the employee's established workweek unless on approved leave. Benefits shall be provided proportionate to the time on the payroll.
- (c) The regular workweek is 40 hours for full-time employees. Holiday pay (maximum of eight hours) and paid leave are not considered overtime and are paid at the employee's regular pay rate. Approved leave may be adjusted to ensure an employee's workweek will not exceed 40 hours. Overtime shall be paid no later than the end of the following pay period in which the overtime was worked.
- (d) All eligible Faculty and A&P, including the Executive Service employees are enrolled in the Optional Retirement Program (ORP) for the first ninety (90) days of employment. If the employee wishes to remain in the ORP, he/she must elect to do so prior to the end of the 90-day period. All eligible USPS employees are enrolled in the Florida Retirement System, except those who remain in the State and County Officers and Employees Retirement System or Faculty employees who remain in the Teachers Retirement System.
- (e) All eligible Faculty, A&P including the Executive Service and USPS employees may participate in the various employee group insurance plans as a result of their employment with the University.

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### 2. COMPENSATORY LEAVE

Compensatory leave shall consist of the following types:

- (a) Regular compensatory leave shall be provided to a USPS exempt employee for work beyond 40 hours on an hour-for-hour basis.
- (b) Special compensatory leave is provided to USPS as follows:
  - 1. Special compensatory leave is provided to compensate an employee for a State holiday when the employee observed the holiday and worked 40 hours the week during which the holiday occurred; the holiday falls on the employee's regularly scheduled day off; or the employee is required to work the holiday.
  - 2. Special compensatory leave is provided to compensate an employee for administrative leave for jury duty or court appearance when the employee worked 40 hours the week during which the jury duty or court appearance occurred.
  - 3. Special compensatory leave is provided to employees required to perform essential duties during an emergency closing for the hours worked during the closing.
  - 4. An employee who separates from employment shall not be paid for accrued special compensatory leave.
- (c) Overtime compensatory leave is provided to nonexempt USPS employees who work in excess of 40 hours during the workweek.

### 3. PAID HOLIDAYS

The following holidays shall be observed by the University as paid annual holidays:

New Year's Day Martin Luther King, Jr., Birthday Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Friday after Thanksgiving Christmas Day

### 4. WINTER BREAK

Winter break refers to that period of time between the end of the fall semester and the beginning of the spring semester. During the winter break, the President, in consultation with the Vice President for Administration and Financial Services, may provide all salaried employees up to five (5) paid personal holidays in addition to the officially designated holidays for December 25 and January 1. The President shall inform the Board of Trustees of the decision regarding the winter break as soon as practicable.

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### 5. REPORTING LEAVE

All salaried employees are required to report all leave taken during the pay period in which the leave was used. Employees on official University business are required to properly report such leave.

Failure to report leave taken may result in disciplinary action up to and including dismissal from employment.

### 6. LEAVES OF ABSENCE

- (a) An employee shall be paid proportionate to the time in pay status for all holidays designated for University employees.
- (b) Leave shall be accrued while in pay status and shall be credited on the last day of that pay period or, in the case of separation, on the last day the employee is on the payroll.
- (c) During approved unpaid leave for parental, foster care, medical, or military reasons, an employee may use accrued leave to continue the contributions to State benefits and other expenses.
- (d) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period. While on paid leave, an employee may not be employed elsewhere unless prior approval is obtained.

### 7. SICK LEAVE

(a) Sick leave accrual for full-time employees shall be as follows with proportionate accrual for less than full-time.

### **Hours Accrued During Pay Period**

	<u>Monthly</u>	<u>Biweekly</u>
Faculty	8.667	4
A&P	8.667	4
Ex. Service	10.833	5
USPS	8.667	4

- (b) Sick leave shall be accrued before use unless available through a sick leave pool. There is no maximum on the amount of sick leave that can be accrued. Sick leave accrued prior to October 1, 1973, shall be used prior to any sick leave accrued after that date.
- (c) Sick leave is authorized for the following purposes:
  - 1. The employee's personal illness, injury, exposure to a contagious disease, a disability where the employee is unable to perform assigned duties or appointments with health care providers.

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- 2. The illness, injury, appointments with health care providers, or death of a member of the employee's family.
- (d) Notice of absence due to illness, injury, disability, or exposure to a contagious disease shall be given on the first day of absence.
- (e) Transfer of Sick Leave
  - All unused sick leave accrued in another Florida governmental entity or University for which
    payment has not been received will be transferable provided no more than 31 days have
    elapsed between employments or if reemployed by the University within 100 days.
  - 2) An individual who resigns from a governmental entity within Florida and is employed in the USPS within 31 calendar days, may transfer up to 480 hours of accrued unused sick leave as follows:
    - i. 80 hours upon date of hire
    - ii. 80 hours upon completion of each succeeding year
  - 3) Accrued sick leave from a governmental entity for Faculty and A&P is not permitted, unless a reciprocal agreement is in effect at the time of employment.
- (f) Payment for unused Sick Leave
  - 1) Upon separation, an employee with 10 or more years of creditable service shall be paid for one-eight of all unused sick leave accrued prior to October 1, 1973, and one-fourth of unused sick leave up to a total of 480 hours accrued after October 1, 1973. Sick leave payment shall be made at the employee's current rate of pay in accordance with Section 110.122, Florida Statutes.
  - 2) An employee with less than 10 years of creditable service who separates from the University shall not be paid for any unused sick leave and such unused sick leave shall be forfeited unless the employee is reemployed by the University within 100 days or recalled from layoff by the University within one year.
  - 3) Upon layoff, an employee with 10 or more years of creditable service shall be paid for unused sick leave, unless the employee requests in writing that sick leave credits be retained pending reemployment. For an employee who is reemployed by the University within one year following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump-sum leave payments received at the time of layoff.

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- 4) In the event of the death of an employee, payment for sick leave unused at the time of death should be made to the employee's beneficiary, as provided by Section 110.122, Florida Statutes.
- (g) An employee is required to first use accrued compensatory leave before using accrued sick leave.

### 8. ANNUAL LEAVE

(a) Annual leave for full-time employees shall be as indicated below with proportionate accrual for less than full-time employees. An academic year (39 weeks) employee and a Developmental Research School employee shall not accrue annual leave. Hours of accrual for USPS employees are based on years of creditable service and such service shall be awarded as one month of service credit for each calendar month that the employee is on the salaried (non-OPS) payroll of the University or other State agency or during authorized unpaid leave.

Hours Accrued During

	Pay Period		Year End	Maximum	
	<b>Monthly</b>	Biweekly	<u>Maximums</u>	<u>Payment</u>	
Faculty	14.667	6.769	352	352	
A&P	14.667	6.769	352	352	
Ex. Service	20	9.195	480	480	

	Pay Period		Year End	Maximum
	<u>Monthly</u>	<u>Biweekly</u>	<u>Maximums</u>	<u>Payment</u>
USPS (Mont	hs of Service)	)		
0-5	8.667	4	240	0
6-60	8.667	4	240	240
61 to 120	10.833	5	240	240
Over 120	13	6	240	240

- (b) Annual leave shall be accrued prior to use.
- (c) Upon transfer from an annual leave-accruing position to a non leave-accruing position, the employee shall be paid for unused annual leave, unless the employee elects to retain all unused annual leave, for up to two years.

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- (d) Annual leave accrued in any other State University System institution or governmental agency shall not be transferable to the University.
- (e) An employee who separates from employment shall be paid for all unused annual leave hours up to 240 hours for USPS; 352 hours for Faculty and A&P and 480 hours for Executive Service employees.
- (f) An employee is required to first use accrued compensatory leave before using accrued annual leave.

### 9. LEARNING OPPORTUNITIES

Eligible full-time Faculty and A&P employees may participate in learning opportunities which include:

- (a) Sabbaticals Sabbaticals for professional development will be made available to full-time tenured faculty employees, with at least six years of full-time service with the University. The requirements for Sabbaticals are as outlined in the Collective Bargaining Agreement shall apply.
- (b) Faculty Development Leave Program The Faculty Development Leave Program provides for faculty employees the opportunity to take a period of months, as determined by the University and the faculty employee, for purposes of professional renewal, planned study, formal education research, writing or other experience of professional value. Eligible faculty employees must have achieved the rank of assistant professor or higher and have six years of full-time service at the University. The requirements for participation in the Faculty Development Program as outlined in the Collective Bargaining Agreement shall apply to employees who are members of the collective bargaining unit.
- (c) Professional Development Leave Program All Faculty and A&P employees who have six or more years of service, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leave and may apply for the professional development program at full pay for up to one semester for purposes of taking academic course work, performing individual research, or other relevant activities which shall improve the employee's professional experience. Employees whose positions are funded through contracts or grants may be eligible for Professional Development leave provided the contract or grant allows for such leave. The terms of the Collective Bargaining Agreement shall apply to employees who are members of the collective bargaining unit.

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### 10. COMPULSORY DISABILITY LEAVE

Compulsory leave provisions shall be consistent with the following:

- (a) Medical certification by an approved health care provider may be required.
- (b) Notice shall be provided to the employee identifying duration of the leave, the conditions for return to the position, and whether such leave shall count toward FMLA entitlements.
- (c) The employee may be allowed to use paid leave during compulsory leave to continue the contributions to State benefits and other expenses.
- (d) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period and upon receipt of medical certification.
- (e) Employees who fail to meet the conditions of the compulsory leave or who fail to obtain medical certification and are unable to perform duties may be offered part-time employment, placed on unpaid leave or have such leave extended, requested to resign, or be dismissed for inability to perform the duties of the position.

### 11. FAMILY AND MEDICAL LEAVE

Employees are provided with twelve unpaid workweeks of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) and the Final Regulations of the Family and Medical Leave Act of 1993 (29 CFR Part 825). Employees may use their accrued sick and annual leave for FMLA purposes. The 12-month period is defined as the fiscal year (July 1 - June 30). Faculty, A&P, and USPS employees may use paid leave for an FMLA event and such shall be counted toward the entitlement.

### 12. PARENTAL LEAVE

Employees shall be provided with up to six months unpaid parental leave during which time the employee may use paid leave when the employee becomes a biological or adoptive parent. Parental leave shall begin two weeks prior to the expected date of the child's arrival unless otherwise approved by the Chief Administrative Officer.

### 13. ADMINISTRATIVE AND MILITARY LEAVE

Administrative leave is not accrued, and shall not cause the full-time employee to exceed 40 hours during the workweek. Employees are provided paid administrative leave as follows:

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- (a) Administrative leave for jury duty shall not exceed the number of hours in the employee's normal workday. If jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release by the court. If the jury duty does not coincide with the regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty and such leave shall be granted on the next scheduled work shift. Any jury pay shall be retained by the employee.
- (b) Administrative leave shall be provided to an employee summoned as a witness in a matter not involving personal interests. Administrative leave shall not be provided to an employee serving as an expert witness. Witness pay shall be retained by the employee.
- (c) Administrative leave for athletic competition in Olympic events shall be provided in accordance with Section 110.118, F.S.
- (d) Administrative leave up to two days shall be provided to an employee upon the death of an immediate family member. Immediate family is defined as the mother, father, sister, brother, child, grandparents of both the employee and the employees spouse.
- (e) Administrative leave shall be provided for official emergency closing of University facilities. Special Compensatory leave shall be provided to USPS employees required to perform essential services during the emergency closing. Only employees scheduled to work during the time of the emergency closing shall be provided leave.
- (f) The President or President's designee may provide administrative leave for Florida Disaster Volunteers in accordance with Section 110.120, F.S.
- (g) The President or President's designee may grant administrative leave for civil disorder or disaster for an employee who is a member of a volunteer emergency response team.
- (h) The President or President's designee may authorize employees who live at such distance from the work location as to preclude voting outside of regular work hours up to two hours of administrative leave. Any other employee may be granted up to one hour of administrative leave with pay for such purpose.
- (i) The President or President's designee may place an employee under investigation on leave up to the length of the investigation.
- (j) The President may place an employee on administrative leave with or without pay between the notice of reduction in pay, suspension, or dismissal and the effective date of such action.

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- (k) The President or President's designee may place an employee on administrative leave with or without pay when the employee's presence in the workplace may result in damage to property, or injury to the employee or others.
- (1) The President or President's designee shall upon presentation of a copy of employees' official orders, grant seventeen (17) working days in any one federal fiscal year of administrative leave to employees who are members of the United States Armed Forces Reserve.

### 14. JOB RELATED DISABILITY LEAVE

Workers' Compensation benefits for an injury compensable under the Florida Workers' Compensation Law shall be provided consistent with the following:

- (a) An employee shall remain in full pay status for a period up to a maximum of forty (40) hours without being required to use accrued leave credits. If, during that period, the employee receives Workers' Compensation benefits then the employee shall reimburse the University the amount of the benefits. Such reimbursement shall not include payments for expenses related to medical, surgical, hospital, or nursing treatment or payments of disability losses.
- (b) An employee may elect to use paid leave to supplement Workers' Compensation payments up to the employee's regular salary.
- (c) The period of paid or unpaid job-related disability leave shall be in accordance with Chapter 440. F.S.
- (d) An employee, who was injured in the workplace, may be returned to alternate duty consistent with established University policies or procedures.
- (e) If at the end of the leave period, an employee is unable to return from leave to work full-time and perform the duties of the position, the President or President's designee may offer the employee a part-time appointment, place the employee on unpaid leave or extend the leave status, request the employee's resignation, or terminate the employee from employment.



### Florida Agricultural & and Mechanical University Board of Trustees Policy

Board of Trustees Policy Number: 2005-23

**Date of Adoption/Revision:** October 6, 2005; September 13, 2007; December 3, 2009;

September 15, 2021

Subject	BENEFITS AND LEAVES
rutifority	Chapters110, 117, 1012 and Sections 92.142, 110.121, 110.118, 110.122, 110.222, Florida Statutes; Fair Labor Standards Act (FLSA) of 1938, as amended, Family and Medical Leave Act (FMLA) of 1993; Americans with Disabilities Act (ADA) of 1990.
Applicability	This policy applies to all University employees.

### 1. BENEFITS AND HOURS OF WORK

- (a) Benefits made available to Faculty, A&P, and USPS employees include paid and unpaid leave, holidays, State- and University-sponsored insurance programs and retirement. Benefits and hours of work requirements shall be administered consistent with the provisions set forth herein.
- (b) Each employee is expected to work the number of hours in the employee's established workweek unless on approved leave. Benefits shall be provided proportionate to the time on the payroll.
- (c) The regular workweek is 40 hours for full-time employees. Holiday pay (maximum of eight hours) and paid leave are not considered overtime and are paid at the employee's regular pay rate. Approved leave may be adjusted to ensure an employee's workweek will not exceed 40 hours. Overtime shall be paid no later than the end of the following pay period in which the overtime was worked.
- (d) All eligible Faculty and A&P, including the Executive Service employees are enrolled in the Optional Retirement Program (ORP) for the first ninety (90) days of employment. If the employee wishes to remain in the ORP, he/she must elect to do so prior to the end of the 90-day period. All eligible USPS employees are enrolled in the Florida Retirement System, except those who remain in the State and County Officers and Employees Retirement System or Faculty employees who remain in the Teachers Retirement System.
- (e) All eligible Faculty, A&P including the Executive Service and USPS employees may participate in the various employee group insurance plans as a result of their employment with the University.

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### 2. COMPENSATORY LEAVE

Compensatory leave shall consist of the following types:

- (a) Regular compensatory leave shall be provided to a USPS exempt employee for work beyond 40 hours on an hour-for-hour basis.
- (b) Special compensatory leave is provided to USPS as follows:
  - 1. Special compensatory leave is provided to compensate an employee for a State holiday when the employee observed the holiday and worked 40 hours the week during which the holiday occurred; the holiday falls on the employee's regularly scheduled day off; or the employee is required to work the holiday.
  - 2. Special compensatory leave is provided to compensate an employee for administrative leave for jury duty or court appearance when the employee worked 40 hours the week during which the jury duty or court appearance occurred.
  - 3. Special compensatory leave is provided to employees required to perform essential duties during an emergency closing for the hours worked during the closing.
  - 4. An employee who separates from employment shall not be paid for accrued special compensatory leave.
- (c) Overtime compensatory leave is provided to nonexempt USPS employees who work in excess of 40 hours during the workweek.

### 3. PAID HOLIDAYS

The following holidays shall be observed by the University as paid annual holidays:

New Year's Day Martin Luther King, Jr., Birthday Memorial Day <u>Juneteenth</u> Independence Day Labor Day Veteran's Day

<u>Wednesday before Thanksgiving</u>

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

### 4. WINTER BREAK

Winter break refers to that period of time between the end of the fall semester and the beginning of the spring semester. During the winter break, the President, in consultation with the Vice President for Administration and Financial Services, may provide all salaried employees up to five (5) paid personal holidays in addition to the officially designated holidays for December 25 and January 1. The President shall inform the Board of Trustees of the decision regarding the winter break as soon as practicable.

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### 5. REPORTING LEAVE

All salaried employees are required to report all leave taken during the pay period in which the leave was used. Employees on official University business are required to properly report such leave.

Failure to report leave taken may result in disciplinary action up to and including dismissal from employment.

### 6. LEAVES OF ABSENCE

- (a) An employee shall be paid proportionate to the time in pay status for all holidays designated for University employees.
- (b) Leave shall be accrued while in pay status and shall be credited on the last day of that pay period or, in the case of separation, on the last day the employee is on the payroll.
- (c) During approved unpaid leave for parental, foster care, medical, or military reasons, an employee may use accrued leave to continue the contributions to State benefits and other expenses.
- (d) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period. While on paid leave, an employee may not be employed elsewhere unless prior approval is obtained.

### 7. SICK LEAVE

(a) Sick leave accrual for full-time employees shall be as follows with proportionate accrual for less than full-time.

### **Hours Accrued During Pay Period**

	<u>Monthly</u>	<u>Biweekly</u>
Faculty	8.667	4
A&P	8.667	4
Ex. Service	10.833	5
USPS	8.667	4

- (b) Sick leave shall be accrued before use unless available through a sick leave pool. There is no maximum on the amount of sick leave that can be accrued. Sick leave accrued prior to October 1, 1973, shall be used prior to any sick leave accrued after that date.
- (c) Sick leave is authorized for the following purposes:
  - 1. The employee's personal illness, injury, exposure to a contagious disease, a disability where the employee is unable to perform assigned duties or appointments with health care providers.

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- 2. The illness, injury, appointments with health care providers, or death of a member of the employee's family.
- (d) Notice of absence due to illness, injury, disability, or exposure to a contagious disease shall be given on the first day of absence.
- (e) Transfer of Sick Leave
  - 1) All unused sick leave accrued in another Florida governmental entity or University for which payment has not been received will be transferable provided no more than 31 days have elapsed between employments or if reemployed by the University within 100 days.
  - 2) An individual who resigns from a governmental entity within Florida and is employed in the USPS within 31 calendar days, may transfer up to 480 hours of accrued unused sick leave as follows:
    - i. 80 hours upon date of hire
    - ii. 80 hours upon completion of each succeeding year
  - 3) Accrued sick leave from a governmental entity for Faculty and A&P is not permitted, unless a reciprocal agreement is in effect at the time of employment.
- (f) Payment for unused Sick Leave
  - 1) Upon separation, an employee with 10 or more years of creditable service shall be paid for one-eighth of all unused sick leave accrued prior to October 1, 1973, and one-fourth of unused sick leave up to a total of 480 hours accrued after October 1, 1973. Sick leave payment shall be made at the employee's current rate of pay in accordance with Section 110.122, Florida Statutes.
  - 2) An employee with less than 10 years of creditable service who separates from the University shall not be paid for any unused sick leave and such unused sick leave shall be forfeited unless the employee is reemployed by the University within 100 days or recalled from layoff by the University within one year.
  - 3) Upon layoff, an employee with 10 or more years of creditable service shall be paid for unused sick leave, unless the employee requests in writing that sick leave credits be retained pending reemployment. For an employee who is reemployed by the University within one year following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump-sum leave payments received at the time of layoff.

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- 4) In the event of the death of an employee, payment for sick leave unused at the time of death should be made to the employee's beneficiary, as provided by Section 110.122, Florida Statutes.
- (g) An employee is required to first use accrued compensatory leave before using accrued sick leave.

### 8. ANNUAL LEAVE

(a) Annual leave for full-time employees shall be as indicated below with proportionate accrual for less than full-time employees. An academic year (39 weeks) employee and a Developmental Research School employee shall not accrue annual leave. Hours of accrual for USPS employees are based on years of creditable service and such service shall be awarded as one month of service credit for each calendar month that the employee is on the salaried (non-OPS) payroll of the University or other State agency or during authorized unpaid leave.

Hours Accrued During

	Pay Period		Year End	Maximum	
	<u>Monthly</u>	<u>Biweekly</u>	<u>Maximums</u>	<u>Payment</u>	
Faculty	14.667	6.769	352	352	
A & P	14.667	6.769	352	352	
Ex. Service	20	9.195	480	480	

	Pay Period		Year End	Maximum
	Monthly	<u>Biweekly</u>	<u>Maximums</u>	<u>Payment</u>
USPS (Mont	ths of Service)	)		
0-5	8.667	4	240	0
6-60	8.667	4	240	240
61 to 120	10.833	5	240	240
Over 120	13	6	240	240

- (b) Annual leave shall be accrued prior to use.
- (c) Upon transfer from an annual leave-accruing position to a non leave-accruing position, the employee shall be paid for unused annual leave, unless the employee elects to retain all unused annual leave, for up to two years.

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- (d) Annual leave accrued in any other State University System institution or governmental agency shall not be transferable to the University.
- (e) An employee who separates from employment shall be paid for all unused annual leave hours up to 240 hours for USPS; 352 hours for Faculty and A&P and 480 hours for Executive Service employees.
- (f) An employee is required to first use accrued compensatory leave before using accrued annual leave.

### 9. LEARNING OPPORTUNITIES

Eligible full-time Faculty and A&P employees may participate in learning opportunities which include:

- (a) Sabbaticals Sabbaticals for professional development will be made available to full-time tenured faculty employees, with at least six years of full-time service with the University. The requirements for Sabbaticals are as outlined in the Collective Bargaining Agreement shall apply.
- (b) Faculty Development Leave Program The Faculty Development Leave Program provides for faculty employees the opportunity to take a period of months, as determined by the University and the faculty employee, for purposes of professional renewal, planned study, formal education research, writing or other experience of professional value. Eligible faculty employees must have achieved the rank of assistant professor or higher and have six years of full-time service at the University. The requirements for participation in the Faculty Development Program as outlined in the Collective Bargaining Agreement shall apply to employees who are members of the collective bargaining unit.
- (c) Professional Development Leave Program All Faculty and A&P employees who have six or more years of service, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leave and may apply for the professional development program at full pay for up to one semester for purposes of taking academic course work, performing individual research, or other relevant activities which shall improve the employee's professional experience. Employees whose positions are funded through contracts or grants may be eligible for Professional Development leave provided the contract or grant allows for such leave. The terms of the Collective Bargaining Agreement shall apply to employees who are members of the collective bargaining unit.

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### 10. COMPULSORY DISABILITY LEAVE

Compulsory leave provisions shall be consistent with the following:

- (a) Medical certification by an approved health care provider may be required.
- (b) Notice shall be provided to the employee identifying duration of the leave, the conditions for return to the position, and whether such leave shall count toward FMLA entitlements.
- (c) The employee may be allowed to use paid leave during compulsory leave to continue the contributions to State benefits and other expenses.
- (d) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period and upon receipt of medical certification.
- (e) Employees who fail to meet the conditions of the compulsory leave or who fail to obtain medical certification and are unable to perform duties may be offered part-time employment, placed on unpaid leave or have such leave extended, requested to resign, or be dismissed for inability to perform the duties of the position.

### 11. FAMILY AND MEDICAL LEAVE

Employees are provided with twelve unpaid workweeks of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) and the Final Regulations of the Family and Medical Leave Act of 1993 (29 CFR Part 825). Employees may use their accrued sick and annual leave for FMLA purposes. The 12-month period is defined as the fiscal year (July 1 - June 30). Faculty, A&P, and USPS employees may use paid leave for an FMLA event and such shall be counted toward the entitlement.

### 12. PARENTAL LEAVE

Employees shall be provided with up to six months unpaid parental leave during which time the employee may use paid leave when the employee becomes a biological or adoptive parent. Parental leave shall begin two weeks prior to the expected date of the child's arrival unless otherwise approved by the Chief Administrative Officer.

### 13. ADMINISTRATIVE AND MILITARY LEAVE

Administrative leave is not accrued, and shall not cause the full-time employee to exceed 40 hours during the workweek. Employees are provided paid administrative leave as follows:

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- (a) Administrative leave for jury duty shall not exceed the number of hours in the employee's normal workday. If jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release by the court. If the jury duty does not coincide with the regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty and such leave shall be granted on the next scheduled work shift. Any jury pay shall be retained by the employee.
- (b) Administrative leave shall be provided to an employee summoned as a witness in a matter not involving personal interests. Administrative leave shall not be provided to an employee serving as an expert witness. Witness pay shall be retained by the employee.
- (c) Administrative leave for athletic competition in Olympic events shall be provided in accordance with Section 110.118, F.S.
- (d) Administrative leave up to two days shall be provided to an employee upon the death of an immediate family member. Immediate family is defined as the mother, father, sister, brother, child, grandparents of both the employee and the employee's spouse.
- (e) Administrative leave shall be provided for official emergency closing of University facilities. Special Compensatory leave shall be provided to USPS employees required to perform essential services during the emergency closing. Only employees scheduled to work during the time of the emergency closing shall be provided leave.
- (f) The President or President's designee may provide administrative leave for Florida Disaster Volunteers in accordance with Section 110.120, F.S.
- (g) The President or President's designee may grant administrative leave for civil disorder or disaster for an employee who is a member of a volunteer emergency response team.
- (h) The President or President's designee may authorize employees who live at such distance from the work location as to preclude voting outside of regular work hours up to two hours of administrative leave. Any other employee may be granted up to one hour of administrative leave with pay for such purpose.
- (i) The President or President's designee may place an employee under investigation on leave up to the length of the investigation.
- (j) The President may place an employee on administrative leave with or without pay between the notice of reduction in pay, suspension, or dismissal and the effective date of such action.

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- (k) The President or President's designee may place an employee on administrative leave with or without pay when the employee's presence in the workplace may result in damage to property, or injury to the employee or others.
- (1) The President or President's designee shall upon presentation of a copy of employees' official orders, grant seventeen (17) working days in any one federal fiscal year of administrative leave to employees who are members of the United States Armed Forces Reserve.

### 14. JOB RELATED DISABILITY LEAVE

Workers' Compensation benefits for an injury compensable under the Florida Workers' Compensation Law shall be provided consistent with the following:

- (a) An employee shall remain in full pay status for a period up to a maximum of forty (40) hours without being required to use accrued leave credits. If, during that period, the employee receives Workers' Compensation benefits then the employee shall reimburse the University the amount of the benefits. Such reimbursement shall not include payments for expenses related to medical, surgical, hospital, or nursing treatment or payments of disability losses.
- (b) An employee may elect to use paid leave to supplement Workers' Compensation payments up to the employee's regular salary.
- (c) The period of paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.
- (d) An employee, who was injured in the workplace, may be returned to alternate duty consistent with established University policies or procedures.
- (e) If at the end of the leave period, an employee is unable to return from leave to work full-time and perform the duties of the position, the President or President's designee may offer the employee a part-time appointment, place the employee on unpaid leave or extend the leave status, request the employee's resignation, or terminate the employee from employment.



### **ACTION ITEM:**

University-Wide Service Agreements



# Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: VI

**Subject:** University-Wide Service Agreements:

- 1) Data Set Ready, Inc.
- 2) Cisco Systems, Inc.
- 3) Creston Electronics, Inc.

### Rationale/Summary:

This agenda item relates to the purchase of 1) infrastructure support and wireless fiber optics, 2) networking and support for data center, cloud, voice and security, 3) Audio visual projects and zoom room installation, services and equipment. Approval of these agreements will allow the university to capitalize on additional discounts and savings. Additionally, it will eliminate the need for processing multiple contracts for the same vendor in the future.

These suppliers currently are contracted with the Department of Management Services (DMS). Florida A&M University has utilized DMS' contract pricing with Data Set Ready, Inc. since 2009; Cisco Systems, Inc. since 2012; and Creston Electronics, Inc. since 2015. A written agreement was not required previously. However, with the amendment of BOG Regulation 18.001, a signed agreement is now required. Due to the requested encumbrance amounts it is likely that the contract threshold amount for, which the President is delegated to approve, will be exceeded. Currently, Data Set Ready, Inc. has encumbrances in the amount of \$192,835.15; Cisco Systems, Inc. \$2,106,990.94; and Creston Electronics, Inc. \$739,643.00. Pursuant to BOG Regulation 18.001 and BOT Regulation 6.001 approval to piggyback on DMS' agreements is required from the Board.

**Recommendation:** It is recommended that the Board of Trustees authorize the President to enter into agreements, subject to the review and approval of the Office of the General Counsel, with:

Data Set Ready, Inc. with purchases not to exceed \$3 million; Cisco Systems, Inc. with purchases not to exceed \$3 million; and Creston Electronics, Inc. with purchases not to exceed \$3 million

### Attachments:

- 1. DMS Specific Member Agreement
- 2. DMS NASPO Agreement ACS
- 3. DMS ACS

### Data Set Ready, Inc. Agreement

Telecommunication Infrastructure Project Services between Data Set Ready, Inc. (Master Agreement DMS-18/19-045G), and the Florida Agricultural and Mechanical University Board of Trustees.

FAMU finds it necessary and desirable to enter into such a contract ("Piggyback Contract") on <u>August 23, 2021</u> (Effective Date) by and between Data Set Ready located at 5714 Tower Road, Tallahassee, Fl 32303 ("Supplier") and Florida Agricultural and Mechanical University Board of Trustees, with an office at 1601 S. Martin L. King Jr. Blvd, Tallahassee, FL 32307 ("University").

WHEREAS, Supplier is an authorized seller of IT goods of Telecommunication Infrastructure Project Services pursuant to the terms of the Master Agreement - Department of Management Services DMS-18/19-045G and between Supplier Data Set Ready; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree is as follows:

- **1. Term**. The term of this Piggyback Contract shall begin on its Effective Date and its term shall be concurrent with the term of the Master Agreement unless otherwise terminated as provided herein. University reserves the right to suspend indefinitely or terminate this Agreement and Services to be rendered by the Supplier without cause upon thirty (30) days' prior written notice.
- **2. Pricing:** Pricing for products and services sold under the Piggyback Contract shall be as set forth in Exhibit A, attached hereto. The pricing of this Agreement shall not exceed \$3,000,000, and current budget authorizations as approved by the Florida A&M University Board of Trustees. For the period starting the date of the signed purchase order and ending December 3, 2022 with FAMU reserving the option to renew this contract, subject to availability of appropriated funds in each fiscal year, and satisfactory performance evaluation as determined by FAMU.
- **3. Terms and Conditions:** The terms and conditions of the Master Agreement are hereby adopted as the terms and conditions of this Agreement, provided that the purpose of this Agreement shall be for "Telecommunication Infrastructure Project Services." CONTRACTOR shall be Data Set Ready, Inc.
- **4. State University:** Florida A&M University is a constituent member of the Florida State University System established under the Constitution of Florida administered by The Florida A&M University Board of Trustees, a public body corporate. Any provisions contained in the Agreement in conflict with the laws, statutes and regulation of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.

In WITNESS WHEREOF, the parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

Data Set Ready, Inc.	FAMU Board of Trustees				
By:	By:				
(Authorized signature)	(Authorized Signature)				
	Dr. Larry Robinson				
Printed Name	Printed Name				
Title:	Title: President				
Date:	Date:				

#### Cisco Systems, Inc. Agreement

Data Communications Products and Services between Cisco Systems, Inc. (Alternate Contract Source No. 43220000-NASPO-19-ACS/DMS), and the Florida Agricultural and Mechanical University Board of Trustees.

FAMU finds it necessary and desirable to enter into such a contract ("Piggyback Contract") on <u>August 23, 2021</u> (Effective Date) by and between Cisco Systems, Inc. located at 170 West Tasman Drive, San Jose, CA 95134 ("Supplier") and Florida Agricultural and Mechanical University Board of Trustees, with an office at 1601 S. Martin L. King Jr. Blvd, Tallahassee, FL 32307 ("University").

WHEREAS, Supplier is an authorized seller of Data Communications Products and Services pursuant to the terms of the Department of Management Services, Alternate Contract Source Agreement - No. 43220000-NASPO-19-ACS/and between Cisco Systems, Inc.; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree is as follows:

- 1. Term. The term of this Piggyback Contract shall begin on its Effective Date and its term shall be concurrent with the term of the Alternate Contract Source Agreement unless otherwise terminated as provided herein. University reserves the right to suspend indefinitely or terminate this Agreement and Services to be rendered by the Supplier without cause upon thirty (30) days' prior written notice.
- **2. Pricing:** Pricing for products and services sold under the Piggyback Contract shall be as set forth in Exhibit A, attached hereto. The pricing of this Agreement shall not exceed \$3,000,000, and current budget authorizations as approved by the Florida A&M University Board of Trustees. For the period starting the date of the signed purchase order and ending September 30, 2024 with FAMU reserving the option to renew this contract, subject to availability of appropriated funds in each fiscal year, and satisfactory performance evaluation as determined by FAMU.
- **3. Terms and Conditions:** The terms and conditions of the Alternate Contract Source Agreement are hereby adopted as the terms and conditions of this Agreement, provided that the purpose of this Agreement shall be for "Data Communications Products and Services." CONTRACTOR shall be Cisco Systems, Inc.
- **4. State University:** Florida A&M University is a constituent member of the Florida State University System established under the Constitution of Florida administered by The Florida A&M University Board of Trustees, a public body corporate. Any provisions contained in the Agreement in conflict with the laws, statutes and regulation of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.

In WITNESS WHEREOF, the parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

Cisco Systems, Inc.	FAMU Board of Trustees				
By:	By:				
(Authorized signature)	(Authorized Signature)				
	Dr. Larry Robinson				
Printed Name	Printed Name				
Title:	Title: President				
Date:	Date:				

#### **Crestron Electronics, Inc. Agreement**

Audio Visual Equipment and Accessories between Crestron Electronics, Inc. (Alternate Contract Source No. 52161500-ACS-16-1/DMS), and the Florida Agricultural and Mechanical University Board of Trustees.

FAMU finds it necessary and desirable to enter into such a contract ("Piggyback Contract") on <u>August 23, 2021</u> (Effective Date) by and between Crestron Electronics, Inc. located at 2021 Jones Road, NJ 07024 ("Supplier") and Florida Agricultural and Mechanical University Board of Trustees, with an office at 1601 S. Martin L. King Jr. Blvd, Tallahassee, FL 32307 ("University").

WHEREAS, Supplier is an authorized seller of Audio Visual Equipment and Accessories pursuant to the terms of the Department of Management Services, Alternate Contract Source Agreement - No. 52161500-ACS-16-1 and between Crestron Electronics, Inc.; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree is as follows:

- 1. Term. The term of this Piggyback Contract shall begin on its Effective Date and its term shall be concurrent with the term of the Alternate Contract Source Agreement unless otherwise terminated as provided herein. University reserves the right to suspend indefinitely or terminate this Agreement and Services to be rendered by the Supplier without cause upon thirty (30) days' prior written notice.
- **2. Pricing:** Pricing for products and services sold under the Piggyback Contract shall be as set forth in Exhibit A, attached hereto. The pricing of this Agreement shall not exceed \$3,000,000, and current budget authorizations as approved by the Florida A&M University Board of Trustees. For the period starting the date of the signed purchase order and ending April 14, 2023 with FAMU reserving the option to renew this contract, subject to availability of appropriated funds in each fiscal year, and satisfactory performance evaluation as determined by FAMU.
- **3. Terms and Conditions:** The terms and conditions of the Alternate Contract Source Agreement are hereby adopted as the terms and conditions of this Agreement, provided that the purpose of this Agreement shall be for "Audio Visual Equipment and Accessories." CONTRACTOR shall be Crestron Electronics, Inc.
- **4. State University:** Florida A&M University is a constituent member of the Florida State University System established under the Constitution of Florida administered by The Florida A&M University Board of Trustees, a public body corporate. Any provisions contained in the Agreement in conflict with the laws, statutes and regulation of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.

In WITNESS WHEREOF, the parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

Crestron Electronics, Inc.	FAMU Board of Trustees
Ву:	By:
(Authorized signature)	(Authorized Signature)
	Dr. Larry Robinson
Printed Name	Printed Name
Title:	Title: President
Date:	Date:



#### **ACTION ITEM:**

2021-2022 University Carryforward Spending Plan and Fixed Capital Outlay



# Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: VII

Subject: 2021-2022 University Carryforward Spending Plan and Fixed Capital Outlay Budget

#### **Proposed Board Action:**

Section 1011.45(2), Florida Statutes, states that "Each university that retains a state operating fund carryforward balance in excess of the 7 percent minimum shall submit a spending plan for its excess carryforward balance. The spending plan shall be submitted to the university's board of trustees for review, approval, or if necessary, amendment by September 30, 2020, and each September 30 thereafter. The Board of Governors shall review, approve, and amend if necessary, each university's carryforward spending plan by November 15, 2020, and each November 15 thereafter." Section 1011.45(3), F.S. adds "A university's carryforward spending plan shall include the estimated cost per planned expenditure and a timeline for completion of the expenditure."

In accordance with the Florida Board of Governors, Regulation 14.003 Fixed Capital Outlay Projects – University Budgeting Procedures, each university will prepare an annual Fixed Capital Outlay (FCO) Budget for all Fixed Capital Outlay (FCO) Projects in accordance with the instructions, guidelines, and standard formats provided by the Chancellor for those FCO Projects as defined in Board Regulation 14.001. The FCO Budget must be approved by the university Board of Trustees and submitted to the Board of Governors along with the Carryforward Spending Plan by October 1, of each year.

**Recommendation:** It is recommended that the Board of Trustees approve the FY2021-2022 Carryforward Spending Plan and the Fixed Capital Outlay Budget.

#### Attachments:

- 1. 2021-2022 Carryforward Spending Plan-Supplemental Detail
- 2. 2021-2022 Fixed Capital Outlay Budget

#### FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

#### **Education and General**

Carryforward Spending Plan Summary Approved by University Board of Trustees Balances and Spending Plans as of July 1, 2021

A. Beginning E&G Carryforward Balance - July 1, 2021 :	<u>Un</u>	iversity E&G		rand Total : rsity Summary
Cash	\$	29.392.651	\$	29,392,651
Investments	\$	9,543,155	\$	9,543,155
Accounts Receivable	\$	2,053,843		2,053,843
Less: Accounts Payable	\$	1,198,050	\$	1,198,050
Less: Deferred Student Tuition & Fees	\$	-	\$	-
B. Beginning E&G Carryforward Balance (Net of Payables/Receivables/Deferred Fees):	\$	39,791,599	\$	39,791,599
C. Fiscal Year 2020-2021 E&G Carryforward Encumbrances Brought Forward	\$	6,273,690	\$	6,273,690
D. 7% Statutory Reserve Requirement (1011.45(1) F.S.):	\$	13,413,137	\$	13,413,137
E. E&G Carryforward Balance Less 7% Statutory Reserve Requirement				
( Amount Requiring Approved Spending Plan ):	\$	20,104,772	\$	20,104,772
F. * Restricted / Contractual Obligations				
Restricted by Appropriations	\$	1,491,359	\$	1,491,359
Restricted by Contractual Obligations :				
Operating Restricted : (Should agree with restricted column totals on "Details-Operating" tab)	\$	1,491,359	\$	1,491,359
FCO Restricted : (Should agree with restricted column totals on "Details-Fixed Capital Outlay" tab)	\$	-	\$	-
Coronavirus/COVID-19 Restricted: (Should agree with restricted column totals on "Details - COVID-19" tab) Grand Total Restricted / Contractual Funds:	\$	-	\$	-
Grand Total Restricted / Contractual Funds :	\$	1,491,359	\$	1,491,359
G. * Commitments				
Compliance, Audit, and Security				
Compliance Program Enhancements	\$	36,000	\$	36,000
Academic and Student Affairs				
Student Services, Enrollment, and Retention Efforts	\$	2,504,000	\$	2,504,000
Student Financial Aid	\$	2,294,883	\$	2,294,883
Library Resources	\$	110,276	\$	110,276
Facilities, Infrastructure, and Information Technology				
Information Technology (ERP, Equipment, etc.)	\$	2,488,444	\$	2,488,444
Minor Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )	\$	6,337,300	\$	6,337,300
Major Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )	\$	-	\$	-
Other UBOT Approved Operating Requirements Other Operating Requirements (University Board of Trustees-Approved That Support the University				
Mission)	\$	357,238	\$	357,238
Contingencies for a State of Emergency Declared by the Governor (SB 72)	\$	4,485,272	\$ \$	4,485,272
Operating Commitments: (Should agree with committed column total on "Details-Operating" tab)	\$	12,276,113	\$	12,276,113
FCO Commitments: (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)  Coronavirus/COVID-19 Commitments: (Should agree with committed column totals on "Details - COVID-19"	\$	6,337,300	\$	6,337,300
tab)	\$	-	\$	-
Grand Total Commitments :	\$	18,613,413	\$	18,613,413
H. Available E&G Carryforward Balance as of July 1, 2021:	\$	-	\$	-

<sup>\*</sup> Please provide supplemental **detailed descriptions** for these multiple-item categories in sections E, F, and G for operating, fixed capital outlay, and COVID-19 spending plans using Board of Governors templates provided (use worksheet tabs for "Details" included with this file).

#### INSERT UNIVERSITY NAME

# 2021-2022 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans) Pursuant to 1011.45, Florida Statutes July 1, 2021

				Buc	lget		Р	roject Timel	ine	
Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED  Restricted Balance as of July 1, 2021	COMMITTED  Committed Balance as of July 1, 2021	E&G Carryforward Amount Budgeted for Expenditure During FY22	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	Comments/Explanations
	Description of the American state of	Defenses Pared Surdies	179,244	179,244		470.044	4	4	2022	These are special appropriations and must be spent for the intended purpose. These are unexpended funds from FY2021, that will be used for non-recurring purposes (i.e Adjunct, OPS staff, and all PBF metric enhancements.
		Performance Based Funding  World Class Faculty	154,598	154,598	-	179,244 154,598	1	1	2022	These are special appropriations and must be spent for the intended purpose.
		Professional and Grad Degree	939,254	939,254	_	939,254	1	1	2022	These are special appropriations and must be spent for the intended purpose.
-				550,20			-			These are special appropriations and must be spent for the intended purpose. These are unexpended funds from FY2021,
4.	Restricted by Appropriations	Black Male College Explorers	8,457	8,427	-	8,427	1	1	2022	that will be used for one time.  Various academic graduate assistantships across the various
5.	Restricted by Appropriations	Graduate Assistantships	209,806	209,806		209,806	1	1	2022	colleges and schools .
		Completion Grants: Funds will be targeted toward student completion and covering any remaining gap in financial assistance. These funds are available for undergraduate students with financial need attempting to complete their degrees. Resources will be allocated towards areas/initiatives that have the most significant impact on educational outcomes.								
		Identify and implement proven best practices for increasing student success Four-Year Graduation Rate (PBF Metric 4) Academic Progress Rate (PBF Metric 5) Post-Graduation Outcomes (PBF Metrics 1 & 2) Bachelor's Degrees Awarded within PSEs (PBF Metric 6) Bachelor's Degrees Awarded w/o Excess Credit Hours (PBF Metric 9) Bachelor's	0.004.000		0.004.000	2004.000			0000	Additional support to be allocated to address unmet financial need and incentivize students. Institutional tracking of real-time student progression needs improvement. Decrease student debt and reliance on loans, as deemed necessary by the VP of
		Degrees Awarded to FCS AA Transfers (PBF Metric 10) Florida Virtual Campus	2,294,883 110,276		2,294,883 110,276	2,294,883 110,276	1	1 1	2022 2022	Student Affairs. Provide online academic support services.
	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Other University Expenses	357,238		357,238	357,238	1	1	2022	University operational expenses that include purchase or repair to equipment, maintenance agreements, supplies, and other items necessary throughout campus.
9.	Compliance Program Enhancements	Legal expenses for compliance assessment	15,000		15,000	15,000	1	1	2022	Prepare the multi-year compliance assessment to keep the University in compliance.
10.	Compliance Program Enhancements	Legal expense for compliance infractions	11,000		11,000	11,000	1	1	2022	Preparation and submittal of the annual athletics probation report.  Operational efficiency as that office temporarily does not have
11.	Compliance Program Enhancements	Operational efficiency	10,000		10,000	10,000	1	1	2022	support staff.  Academic support and retention services through Graduate
12.	Student Services, Enrollment, and Retention Efforts	Graduate Studies funding enhancement	315,000		315,000	315,000	1	1	2022	Studies budget increase.  Improve academic support and retention services through
13.	Student Services, Enrollment, and Retention Efforts	Graduate Studies expense funding enhancement	2,035,000		2,035,000	2,035,000	1	1	2022	Graduate Studies budget expense increase.  Chatbot Technology to provide customer/student services in
14.	Student Services, Enrollment, and Retention Efforts	Customer/student services with Chatbot Technology	69000		69,000	69,000	1	1	2022	support of Student Excellence  Student Recruitment and Retention initiatives such as
15.	Student Services, Enrollment, and Retention Efforts	Student recruitment and retention initiatives	85,000		85,000	85,000	1	1	2022	student Rectainment and travel including supplies in support of Student Excellence.  New software Gideon Taylor eForms for creating budget
16.	Information Technology (ERP, Equipment, etc.)	Gideon Taylor eForms	50,000		50,000	50,000	1	1	2022	allocation, department change requests, and automation of manual transaction.  Request is to upgrade the Mail/Package Chain of Custody
17.	Information Technology (ERP, Equipment, etc.)	Mail/Package Supply Chain upgrade	142,225		142,225	142,225	1	1	2022	section of our Business Center. The new solution is designed to improve the deliver of service to our students, faculty, staff and administration.
18.	Information Technology (ERP, Equipment, etc.)	Ach Vendor Payment initiative	35,000		35,000	35,000	1	1	2022	ACH Vendor Payment implementation including configuration, testing and training.
19.	Information Technology (ERP, Equipment, etc.)	Bank Reconciliation automation	40,000		40,000	40,000	1	1	2022	Automated Bank Reconciliation initiative to include configuration, testing, training and implementation.
20.	Information Technology (ERP, Equipment, etc.)	Peoplesoft Finance Module FIT GAP assessment	50,000		50,000	50,000	1	1	2022	Consultation with Peoplesoft to assess operational efficiency of the Finance Module.
21.	Information Technology (ERP, Equipment, etc.)	Video conferencing and virtual events initiatives	15,000		15,000	15,000	1	1	2022	Operational efficiency through technological upgrades to accommodate video conferencing and virtual events.

22.	Information Technology (ERP, Equipment, etc.)	Electronic Filing System transition	16,000		16.000	16,000	1	1	2022	Upgrade manual filing system to electronic filing system which will improve operational effectiveness and efficiency.
	inciniation roomology (Erri , Equipmont, oto.)		.0,000		10,000	10,000	•	·	LULL	This project will update inactive suppliers, suppliers not used in
23.	Information Technology (ERP, Equipment, etc.)	Supplier data structure upgrade	25,000		25,000	25,000	1	1	2022	the past 10 years, etc.
24.	Information Technology (ERP, Equipment, etc.)	Furniture upgrade to enhance student excellence	6,500		6,500	6,500	1	1	2022	Replacement furniture.
										University's brand and enhance its reputation globally through
25.	Information Technology (ERP, Equipment, etc.)	Global University branding initiative	200,000		200,000	200,000	1	1	2022	regular advertising, digital advertising, and public relations.
										Upgraded video boards and technology for production, events,
										and broadcast. The current technology is outdated and can no
20	Information Technology (FDD Equipment at )	Modernize video board, broadcasting and digital platforms	700,000		700,000	700,000	4	4	2022	longer be repair, or compatible with digital platforms and connections.
26.	Information Technology (ERP, Equipment, etc.)	wodernize video board, broadcasting and digital platforms	700,000		700,000	700,000	1	1	2022	Upgrade the video board and sound system as there are no
										video or audio in the facility for events. The University is having
27.	Information Technology (ERP, Equipment, etc.)	Acquire video board and sound system	200,000		200,000	200,000	1	1	2022	to rent systems for events and student- activity
	,							•		Technology Transfer and Export Control is getting its own
										office space in Foote-Hilyer Administration Center and needs a
28.	Information Technology (ERP, Equipment, etc.)	Acquire operational efficiency equipment	5,218		5,218	5,218	1	1	2022	copier.
										Travel to export control and technology commercialization
29.	Information Technology (ERP, Equipment, etc.)	Knowledge transfer conferences	3,500		3,500	3,500	1	1	2022	related conferences.
										OPS hire to ensure completion of technical programming
30.	Information Technology (ERP, Equipment, etc.)	OPS Appointments	150,000		150,000	150,000	1	1	2022	projects.
										Equipment and infrastructure software purchase to enhance
31.	Information Technology (ERP, Equipment, etc.)	Cybersecurity/Technology Infrastructure	700,000		700,000	700,000	1	1	2022	building and network security.
00	Information Technology (EDD England)	Divid Access (October Occasion of LWG). Development	400.000		100 000	400.000			2022	Enhancement and assist with digital and website development
32.	Information Technology (ERP, Equipment, etc.)	Digital Assets/Content Creation and Web Development	100,000		100,000	100,000	1	1	2022	for the University.  Consultant services to assist with changes to the current
33.	Information Technology (ERP, Equipment, etc.)	Consulting Services	50,000		50,000	50,000	1	1	2022	applications.
55.	information reclinology (ERF, Equipment, etc.)	Consulting Services	30,000		30,000	30,000	'	'	2022	applications.
										To be used if there is a declared state of emergency by the
34.	Contingencies for a State of Emergency Declared by the Governor	Emergency Operational expenses	4,485,272		4,485,272	4,485,272	1	1	2022	governor, and the university is in need of emergency funds
	<u> </u>	- ' ' '								, , , , , , , , , , , , , , , , , , , ,
		Total as of July 1, 2021: *	\$ 13,767,471	\$ 1,491,329	\$ 12,276,112	\$ 13,767,441				<u>.                                      </u>
			·	·	·		•			

<sup>\*</sup>Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

# State University System Education & General Carryforward Spending Plan Reporting Definitions

#### I. Carryforward Spending Plan - Budgetary Category Definitions

1.	Encumbrances	Unpaid balances remaining in active purchase orders, travel authorizations, etc., to be paid using E&G carryforward funds. May also include nonrecurring employee compensation amounts through the end of the current fiscal year.
2.	7% Statutory Reserve Requirement	Required E&G reserve requirement per 1011.45 F.S amends previous 1011.40 F.S. requirement. Based on percentage of state operating budget.
3.	Restricted/Contractual Obligations	Should generally be supported by documentation that memorializes an agreement with another party (e.g. contract, offer letter, construction contract/project number, etc.).
4.	Commitments	Monies designated for a specific purpose which are not yet encumbered/contracted/restricted. Discretion may still be exercised with respect to the use of these funds.
5.	University Board of Trustees Reserve Requirement	The amount of unrestricted funds set aside by the University Board of Trustees to address critical, unforeseen, or non-discretionary items that require immediate funding, such as unanticipated or uninsured catastrophic events, unforeseen contingencies, state budget shortfalls, or university revenue shortfalls.
6.	Restricted by Appropriations	Funds appropriated by the Legislature for a specific purpose or intended use as identified by law or through legislative work papers.
7.	Compliance Program Enhancements	Initiatives associated with being in compliance with federal law, state law, Board of Governors Regulations or any other entity with which the University must comply.
8.	Audit Program Enhancements	Initiatives associated with implementing audit programs of the institution.
9.	Campus Security and Safety Enhancements	The support of campus security and/or safety issues, such as the recruitment of police officers, vehicles, equipment, and investments which promote security and safety at the institution. This issue may also include mental health counseling and services.
10.	Student Services, Enrollment, and Retention Efforts	Funds to promote student success through supporting student services programs, addressing enrollment, and assisting with retention efforts to support timely graduation.
11.	Student Financial Aid	Funds allocated to reduce student costs and to provide an opportunity to obtain a degree in an affordable and timely fashion.
12.	Faculty/Staff Instructional and Advising Support and Start-Up Funding	Funds identified to support instructional and advising activities, and/or start-up packages for new faculty. Start-up packages are often expended over a multi-year period.
13.	Faculty Research and Public Service Support and Start-Up Funding	Funds identified to support research and public service, and any associated start up funding.— Start-up packages are often expended over a multi-year period.
14.	Library Resources	Materials and database access required to support programs of study and research.
15.	Utilities	Support of nonrecurring utility costs throughout the university.
16.	Information Technology (ERP, Equipment, Etc.)	Funds to improve operational productivity, educational improvements, and technological innovation, implementation and/or maintenance of ERP systems, and technological equipment purchases.
17.	Other Operating Requirements	Other expenditures/projects that support the university's mission, are <b>nonrecurring</b> in nature, and are approved by the university board of trustees.
18.	Contingencies for a State of Emergency Declared by the Governor	A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. 252.36, Florida Statutes.

# State University System Education & General Carryforward Spending Plan Reporting Definitions

19.	PECO Projects - Supplemental Funds to Complete Projects That Received Previous Appropriation	Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by s. 1001.706(12)(d), Florida Statutes. This category is valid for both major and minor carryforward projects.
20.	Completion of Renovation, Repair, or Maintenance Project up to \$5M	For projects that are consistent with the provisions of s. 1013.64(1), Florida Statutes, up to \$5 million per project. Refer to Board of Governors Regulation 14.001 for the definitions of renovation, repair, and maintenance. This category is valid for both major and minor carryforward projects.
21.	Replacement of Minor Facility (< 10,000 gsf) up to \$2M	Replacement of minor facility project that does not exceed 10,000 gross square feet in size, up to \$2 million. This category is valid for minor carryforward projects.
22.	Completion of a Survey-Recommended Remodeling or Infrastructure Project (Including DRS Schools) up to \$10M	Completion of a remodeling or infrastructure project, including a project for a developmental research school, up to \$10 million per project, if such project is survey recommended pursuant to s. 1013.31, Florida Statutes. Refer to Board of Governors Regulation 14.001 for the definition of remodeling. This category is valid for both major and minor carryforward projects.
II.	Column Definitions for Use With Details Tabs	
1.	Carryforward Spending Plan Category	Functional category brought forward from the Carryforward Spending Plan reporting template. Categories are defined in Section I of this document.
2.	Specific Expenditure/ Project Title/Name	Detailed title of planned expenditure item or project, with sufficient details to be tracked individually through the expenditure cycle to completion.
3.	Total Amount to be Funded from Current Year E&G Carryforward Balance	The total estimated cost to be paid from current-year beginning E&G carryforward balance for the specific expenditure item or project.
4.	E&G Carryforward Amount Budgeted for Expenditure During FY21	This column represents the current budgetary year's estimated disbursement of E&G carryforward towards the total planned expenditure item or project.
	<u>Project Timeline</u>	Estimated date (year) for full expenditure of E&G carryforward funds for the specific expenditure
5.	Estimated Completion Date	plan item or project.
6.	Current Expenditure Year #	The current year in the project completion timeline, e.g. year 2 of a 4 year project. Input is number only.
7.	Total # Years of Expenditure per Project	The total number of years over which the expenditure item / project will span.
8.	Comments/Explanations	Additional information to assist the user of the report including, but not limited to, a description of the expenditure item / project and how it supports the university's mission and operations.
	Other Definitions	
9.	Nonrecurring	Nonrecurring guidelines as vetted and approved by the Council for Administrative and Financial Affairs (CAFA) can be found on the Board of Governors' website.
10.	Coronavirus/COVID-19	The use of E&G carryforward funds to address various university costs associated with COVID-19.



## **Information Item:**

# Vice President for Finance and Administration's Report



# Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: VIII

**Subject:** Vice President for Finance and Administration's Report

**Background Information and Summary:** Mrs. Rebecca Brown, Interim Vice President for Finance and Administration and Chief Financial Officer, will provide information on the following items:

- a. Financial Status Report / Quarterly Budget Review
- b. Report on MWBE
- c. Project Updates University Construction / Operations
  - i. Bragg Memorial Stadium
- d. Master Plan Timeline



#### **Information Item:**

# Vice President for Finance and Administration's Report

a) Financial Status Report / Quarterly Budget Review

#### FLORIDA A&M UNIVERSITY Financial Status FY20-21 Quarter 4

#### FLORIDA A&M UNIVERSITY Financial Status FY19-20 Quarter 4

			cumbrances and Expenditures		Percent of		F1/00/10 00	Е	ncumbrances and Expenditures		Percent of
Fund Name	Approved		PeopleSoft of 06/26/2021	Budget Status	Budget Expended	۸.	FY2019-20		PeopleSoft	Budget Status	Budget
Fulla Name	Budget -1-	as	-2-	(Over) Under -3-	% -4-	AL	proved Budget -1-	-	as of 06/26/2020 -2-	(Over) Under -3-	Expended %
Total Educational and General	\$ 191,907,731	\$	169,599,606	\$ 22,308,125	88%	\$	190,942,553	\$	176,886,347	\$ 14,056,206	93%
Total Auxiliary Enterprises	\$ 47,214,171	\$	44,744,690	\$ 2,469,481	95%	\$	62,468,692	\$	39,792,065	\$ 22,676,627	64%
Total Intercollegiate Athletics	\$ 6,503,487	\$	5,403,880	\$ 1,099,607	83%	\$	10,231,120	\$	9,016,439	\$ 1,214,681	88%
Total Concessions	\$ 71,790	\$	19,043	\$ 52,747	27%	\$	241,309	\$	153,687	\$ 87,622	64%
Total Technology Fee	\$ 1,840,117	\$	1,655,183	\$ 184,934	90%	\$	2,359,202	\$	1,281,324	\$ 1,077,878	54%
Total Student Activities	\$ 3,437,533	\$	3,398,268	\$ 39,265	99%	\$	4,089,483	\$	3,921,180	\$ 168,303	96%
Total Financial Aid	\$ 38,124,529	\$	40,667,510	\$ (2,542,981)	107%	\$	48,160,117	\$	44,775,092	\$ 3,385,025	93%
Total Contracts and Grants	\$ 108,373,788	\$	74,260,711	\$ 34,113,077	69%	\$	65,889,895	\$	59,023,987	\$ 6,865,908	90%
Grand Total	\$ 397,473,146	\$	339,748,891	\$ 57,724,255	85%	\$	384,382,371	\$	334,850,121	\$ 49,532,250	87%

#### NOTES

<sup>\*</sup>Salaries are encumbered for 12 months

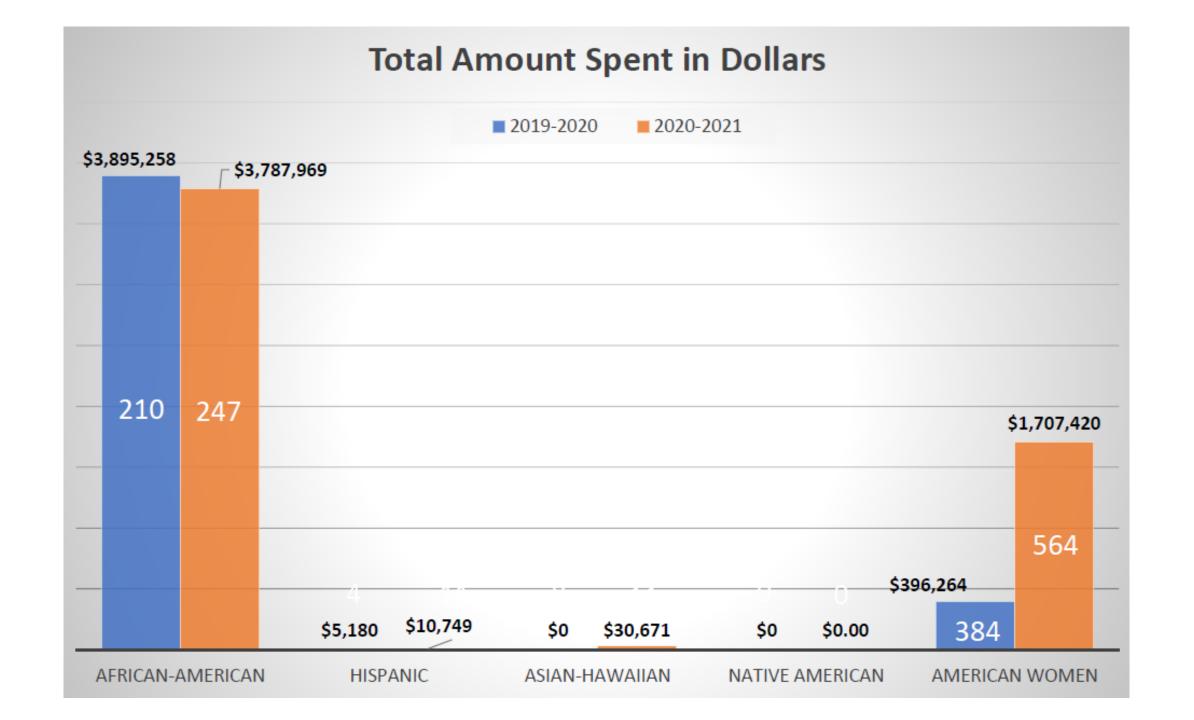
<sup>\*</sup>Financial Statements are being completed. The deficit for the Financial Aid fund is being addressed during this process.



#### Information Item:

# Vice President for Finance and Administration's Report

b) Report on MWBE



# Minority Business Enterprise (MBE) Tracker Fiscal Year 2020-2021

FAMU Facilities Planning and Constru	action wide, wide macker miscar	icai 2020-2021	
	Total Minor Proj.		
MBE/WMBE Vendors	<b>Budget of</b> \$4,634,850	<b>Project Budget</b>	Percentage of Work
305 BROTHERS ALL IN ONE, LLC		\$1,200.00	0%
DATA SET READY		\$570,244.50	12%
FLORIDA DEVELOPERS, INC. OF TALLAHASSEE		\$82,732.78	2%
PYRAMID CONSTRUCTION & DESIGN, INC		\$25,694.00	1%
SEVEN HILLS COMMERCIAL CLEANING & PAINTING		\$97,725.00	2%
WUH SERVICES LLC		\$69,500.00	1%
Total Value of Work	\$4,634,850.00	\$847,096.28	18%
	Total Construction	<b>Project Scope of</b>	
Phase I Bragg Memorial Stadium Project MBE/WBE Allocation	<b>Budget</b> \$3,200,000	work Budget	Percentage of Work
Jackson Cook WBE		\$41,000.00	1%
Empire Fencing		\$30,000.00	1%
			0%
Total MBE/WBE	\$3,200,000.00	\$71,000.00	2%



#### **Information Item:**

# Vice President for Finance and Administration's Report

- c) Project Updates University Construction / Operations
  - i. Bragg Memorial Stadium

# **INFORMATION ITEM**

# Project Updates-University Construction/Operations

**Bragg Memorial Stadium** 

Mrs. Rebecca Brown Interim Vice President for Finance and Administration / CFO

## **Project Updates-University Construction/Operations**

Executive Pricing Summary – Phase II Conceptual Level

<b>Construction Budget</b>			\$5,000,000
	Contingency Est. F	Price	
Bleachers & Seating - West Side		\$4,262,884	
Includes Contingency	\$187,666		
Skyboxes		\$2,268,279	
Includes Contingency	\$99,857		
Replace Existing Elevator & Shaft		\$383,301	
Includes Contingency	\$16,874		
General Conditions		\$455,272	
Based on 9-month duration			
Includes Contingency	\$20,043		
<b>Estimated Conceptual Construction Price</b>		\$7,369,736	\$7,369,736
Variance Under / (Over) Construction Budget			(\$2,369,736)

## **Project Updates-University Construction/Operations**

Executive Pricing Summary – Additional Scope Conceptual Level

Construction Budget			TBD
	Contingency	Est. Price	
Restrooms & Plumbing Infrastructure - West Side		\$1,219,837	
Includes Contingency	\$53,701		
New Restrooms & Plumbing Infrastructure - East Side		\$1,219,837	
Includes Contingency	\$53,701		
Fire Sprinkler Service - East & West Sides		\$266,753	
Includes Contingency	\$11,743		
Fire Alarm System - East & West Sides		\$166,435	
Includes Contingency	\$7,327		
General Conditions		\$455,272	
Based on 9-month duration			
Includes Contingency	\$20,043		
Accepted Options	Value	TBD	
Pending Items - See Options Log	\$2,669,652		
Estimated Conceptual Construction Price		\$3,328,134	\$3,328,134
Variance Under / (Over) Construction Budget		TBD	

## **FAMU Bragg Stadium Phase 2**

**Executive Pricing Summary Conceptual Level** 





#### Information Item:

# Vice President for Finance and Administration's Report

d) Master Plan Timeline

# Information Item

# **Master Plan Timeline**

Mrs. Rebecca Brown Interim Vice President for Finance and Administration / CFO

# University's Master Plan Timeline Purpose and Requirements

The development of the FAMU Master Plan Update is a requirement pursuant to Subsection 1013.30 (9) F.S. The Final Master Plan and Supporting Inventory and Analysis documents are used to determine necessary facility requirements, building placement and proposed campus expansion to support the proposed student enrollment.

The 2020-2030 FAMU Campus Master Plan Update has recently been initiated. As part of this update, ten of the eighteen master plan elements will be included in the data gathering process.

#### **Elements Included in Update**

- Future Land Use
  - Academic Facilities

Support Facilities

- Housing

Recreation & Open Space

Infrastructure

- Transportation
- Intergovernmental Coordination
- Conservation
- Capital Improvements

## University's Master Plan Timeline

#### The planning process includes the following phases:

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Phase I – Evaluation and Appraisal Report - 100% Complete
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Phase II – Inventory and Analysis Report – 85% Complete

Phase III – Conceptual Master Plan – 10% Complete

Phase IV – Preliminary Master Plan – 0% Complete

Phase V – Draft Final Master Plan – 0% Complete

Phase VI – Final Master Plan – 0% Complete

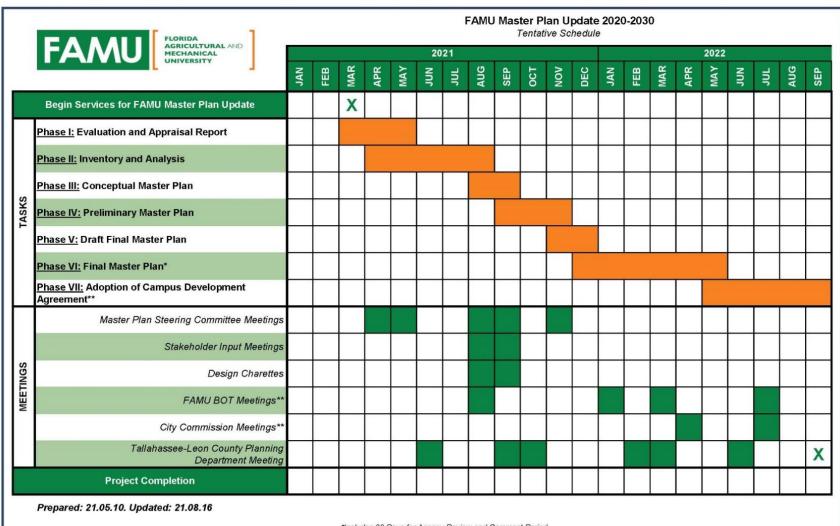
Phase VII – Adoption of the Campus Development Agreement – 0% Complete

The planning process will include visioning sessions with stakeholders and stakeholder groups including academic, research, auxiliary, student affairs, student government, alumni, and local host community agency staff.

# **University's Master Plan Timeline**

#### **Anticipated Completion**:

October 2022



<sup>\*</sup>Includes 90 Days for Agency Review and Comment Period.

<sup>\*\*</sup>Includes 1st and 2nd Public Hearings for Campus Master Plan Adoption and Public Hearings for Campus Development Agreement Adoption.

# **University's Master Plan Timeline Next Steps**

#### **OVERVIEW**

- Receive Inventory & Analysis Comments from FAMU
  - Finalize Inventory & Analysis
- Initiate Stakeholder Engagement
- Initiate Conceptual Master Plan
  - Finalize Master Plan
- Transmit Campus Master Plan to State and Local Agencies
  - Revise Campus Master Plan and Resubmit
- Initiate Campus Development Agreement (includes adoption by Board and City of Tallahassee)

(The Master Plan Update will become an Informational Item at future Budget, Finance and Facilities Committee Meetings)



## **Information Item:**

Compensation Study (Scope and Objective)



# Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: IX

**Subject:** Compensation Study (Scope and Objectives)

**Project Scope of Work** – To conduct a review of the current classification and compensation structure for faculty, staff and administrators.

#### **Key Objectives –**

- Determine whether FAMU's faculty, staff and administrator compensation and benefits are equitable and competitive.
- Develop a framework for ensuring consistent, fair and equitable salary administration.
  - o If required, recommend a budget plan to appropriately realign FAMU's faculty, staff and administrator compensation; and

**FAMU Rising** - The Compensation Study is aligned with the FAMU Rising Strategic Plan.

- Strategic Priority 2: Excellent and Renowned Faculty
  We will **attract and retain** world-class faculty, improve faculty incentives and invest in critical research facilities.
- Strategic Priority 5: First-Class Business Infrastructure
   Business operations that support our mission. We will recruit and retain an excellent
   and diverse staff, enhance our administrative services, adopt a more transparent and
   effective budgeting model, and leverage technology to make our operations more
   effective and efficient.

Attachments: No



## **Information Item:**

**COVID 19 Expenditure Report to Date** 



#### Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: X

Subject: COVID-19 Expenditure Report to Date

#### **Background Information and Summary:**

The Coronavirus Aid, Relief, and Economic Security Act (CARES) was approved by Congress on March 27, 2020. This bill allotted \$2.2 trillion to provide fast and direct economic aid to the American people negatively impacted by the COVID-19 pandemic. Approximately \$14 billion was given to the Office of Postsecondary Education. Of the funds allocated, Florida A&M received \$26,309,331 in CARES Act funding and \$35,967,824 in Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding. Funds received were allocated under the following categories: Academic Affairs; Student Services; Facilities, Information Technology, and Program Coordination. The attached spreadsheet provides a summary of expenditures, encumbrances, and pre-encumbrances of dollars received.

#### **Attachments:**

1. Spreadsheet Summary of Expenditures for CARES and CRRSAA Funding

#### **Summary of Expenditures for CARES and CRRSAA Funding**

					Encumbrances &			
					Pre-			Available
FUNDS	Source	Fund	Budget	Expense	Encumbrances	Totals	% Spent	Balance
CARES ACT	НВСИ	212	16,856,753.00	15,581,349.74	1,275,403.26	16,856,753.00	100.00%	0.00
CARES ACT	HBGI	213	9,452,578.00	9,418,751.14	33,826.86	9,452,578.00	100.00%	0.00
			26,309,331.00	25,000,100.88	1,309,230.12	26,309,331.00	100.00%	0.00

FUNDS	Source	Fund	Budget	Expense	Encumbrances & Pre-Encumbrances	Totals	% Spent	Available Balance
CRRSAA	HBCU	212	28,955,924.00	14,475,988.71	2,875,828.54	17,351,817.25	59.92%	11,604,106.75
CRRSAA	HBGI	213	7,011,900.00	3,075,956.17	848,589.38	3,924,545.55	55.97%	3,087,354.45
	Total		35,967,824.00	17,551,944.88	3,724,417.92	21,276,362.80	59.15%	14,691,461.20
SOURCE: BUDGET OVERVIEWS @ 8.11.21								



#### Information Item:

Budget, Finance and Facilities Committee Action Plan



#### Budget, Finance and Facilities Committee Wednesday, September 15, 2021 Agenda Item: XI

Subject: Budget, Finance and Facilities Committee Action Plan

#### **Background Information and Summary:**

In response to the Board of Trustees' (BOT) request made during the August 2021 BOT Retreat, each BOT Committee developed a Committee Action Plan. The plan provides proposed topics for discussion, information and action from the September 2021 meeting date through the August 2022 BOT Retreat.

Attachments: Yes

1. Budget, Finance and Facilities Committee Action Plan 2021-2022



#### **Budget, Finance and Facilities Committee Action Plan 2021-2022**

Meeting Date	Major Discussion Topics	Action Items	Due Date
September 15-16, 2021	<ul> <li>Financial Status Report / Quarterly Budget Review</li> <li>Report on MWBE</li> <li>Project Updates – University Construction/Operations</li> <li>Master Plan Timeline</li> <li>Compensation Study (Scope &amp; Objective)</li> <li>COVID 19 Expenditure Report to Date</li> <li>Budget, Finance and Facilities Committee Action Plan</li> </ul>	<ul> <li>Amendment to BOT Policy #2005-23, Benefits and Leaves</li> <li>University-Wide Contracts 2021-2022 University Carryforward Spending Plan</li> </ul>	
December 1-2, 2021	<ul> <li>Financial Status Report / Quarterly Budget Review</li> <li>Report on MWBE</li> <li>Project Updates – University Construction/Operations</li> <li>Master Plan Update</li> <li>COVID 19 Expenditure Report to Date</li> </ul>	<ul> <li>Carryforward for Activities and Service Fees (pending Financial Statements - October 31, 2021)</li> </ul>	
February 16-17, 2022	<ul> <li>Financial Status Report / Quarterly Budget Review</li> <li>Report on MWBE</li> <li>Project Updates – University Construction/Operations</li> <li>Master Plan Update</li> <li>COVID 19 Expenditure Report to Date</li> </ul>	Accounts Receivables Write-offs	
April 20, 2022 (Zoom)	<ul> <li>Financial Status Report / Quarterly Budget Review</li> <li>Report on MWBE</li> <li>Project Updates – University Construction/Operations</li> <li>Master Plan Update</li> <li>COVID 19 Expenditure Report to Date</li> </ul>		
May 12, 2022 (Zoom)	<ul> <li>Financial Status Report / Quarterly Budget Review</li> <li>Report on MWBE</li> <li>Project Updates – University Construction/Operations</li> <li>Master Plan Update</li> <li>COVID 19 Expenditure Report to Date</li> </ul>		
June 8—9, 2022	<ul> <li>Financial Status Report / Quarterly Budget Review</li> <li>Report on MWBE</li> <li>Project Updates – University Construction/Operations</li> <li>Master Plan Update</li> <li>COVID 19 Expenditure Report to Date</li> </ul>	<ul> <li>Amendment to Regulation 3.017, Schedule of Tuition &amp; Fees 2022-2023 Preliminary Operating Budget</li> <li>5-year Capital Improvement Plan (CIP)</li> <li>2023-2024 Legislative Budget Request (Pending BOG Instructions)</li> </ul>	
August 3-4, 2022 (Retreat)	Master Plan Update	<ul> <li>2022-2023 Final Operating Budget</li> <li>2023-2024 Legislative Budget Request (Pending BOG Instructions)</li> </ul>	



## **Supplemental Document**

List of Contracts > \$100,000

#### Contracts over \$100,000 for May 2021 - July 2021

1. Contractor: Adobe Inc

Contract #: C-0262-21

Contract Start Date: May 20, 2021 Contract Expiration Date: May 19, 2024

Contract Amount: This amount will not exceed \$743,339.70 over the term of the contract.

This contractor will provide Cloud and Software services for FAMU, in accordance with the

referenced contract.

**Funding:** ITS, Mr. Robert Seniors.

#### 2. Contractor: Ferguson Enterprises, Inc.

Contract #: C-0374-21

Contract Start Date: May 17, 2021

Contract Expiration Date: October 31, 2022

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide Plumbing Equipment, Supplies and Services for FAMU, in accordance

with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

#### 3. Contractor: Osceola Supply Inc.

Contract #: C-0375-21

Contract Start Date: May 14, 2021

Contract Expiration Date: March 31, 2023

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will Janitorial and Sanitation Supplies and Services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

#### 4. Contractor: Sherman Williams

Contract #: C-0376-21

Contract Start Date: May 14, 2021 Contract Expiration Date: July 31, 2026

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide paint, stain, coatings, painting equipment supplies and services for

FAMU, in accordance with the referenced contract.

#### 5. Contractor: Allied Universal

Contract #: C-0382-21

Contract Start Date: May 12, 2021 Contract Expiration Date: May 9, 2024

Contract Amount: This amount will not exceed \$700,000.00 over the term of the contract.

This contractor will provide Security Services at Florida Agricultural and Mechanical University

College of Law for students, faculty, in accordance with the referenced contract.

**Funding:** College of Law, Mr. Reginald Green

#### 6. Contractor: CDW-Government

Contract #: C-0384-21

Contract Start Date: May 12, 2021 Contract Expiration Date: June 30, 2023

Contract Amount: This amount will not exceed \$400,000.00 over the term of the contract.

This contractor will provide Laptops for FAMU, in accordance with the referenced contract.

Funding: College of Law, Mr. Reginald Green

#### 7. Contractor: Trane Supply

Contract #: C-0387-21

Contract Start Date: May 21, 2021

Contract Expiration Date: December 9, 2024

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide Installation of equipment, alarm, signal, security detection systems, and services to FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

#### 8. Contractor: Tarkett USA Inc.

Contract #: C-0393-21

Contract Start Date: May 24, 2021

Contract Expiration Date: October 11, 2023

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide Flooring Materials, with Related Supplies and Services to FAMU, in accordance with the referenced contract.

#### 9. Contractor: Sprinter

Contract #: C-0394-21

Contract Start Date: May 26, 2021

Contract Expiration Date: April 30, 2023

Contract Amount: This amount will not exceed \$600,000 over the term of the contract.

This contractor will provide Synthetic or natural sports fields, courts or tracks, and services to

FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

#### 10. Contractor: Carpet Studio

Contract #: C-0395-21

Contract Start Date: May 26, 2021

Contract Expiration Date: November 9, 2025

Contract Amount: This amount will not exceed \$500,00.00 over the term of the contract.

This contractor will provide FAMU carpet & resilient flooring and floor covering for FAMU, in

accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

#### 11. Contractor: Data Set Ready

Piggy Back/Contract #:C-0399-21 Contract Start Date: May 28, 2021

Contract Expiration Date: December 3, 2025

Contract Amount: This amount will not exceed \$800,000.00 over the term of the contract.

This contractor will provide Telecommunication Infrastructure Project Services for FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. Craig Talton

#### 12. Contractor: John Deere

Contract #: C-0409-21

Contract Start Date: June 1, 2021

Contract Expiration Date: December 31, 2021

Contract Amount: This amount will not exceed \$500,00.00 over the term of the contract.

This contractor will provide Agriculture and Lawn equipment for FAMU, in accordance with the referenced contract.

#### 13. Contractor: Bisk Education, Inc.

Contract #: C-0420-21

Contract Start Date: June 1, 2021

Contract Expiration Date: February 1, 2022

Contract Amount: This amount will not exceed \$401,00.000 over the term of the contract.

This contractor will provide Software Implementation with Canvas to FAMU, in accordance with the referenced contract.

Funding: Office of Provost, Ms. Carucha Nelson

#### 14. Contractor: Giddens Security Corporation

Contract #: C-0421-21

Contract Start Date: June 7, 2021

Contract Expiration Date: March 8, 2025

Contract Amount: This amount will not exceed 700,00.00 over the term of the contract.

This contractor will provide FAMU with Security Services, in accordance with the referenced contract.

Funding: Student Health Services, Ms. Harriett Jennings

#### 15. Contractor: Cisco Systems

Piggy Back/Contract #: C-0434-21 Contract Start Date: June 11, 2021 Contract Expiration Date: July 3, 2023

Contract Amount: This amount will not exceed \$950,000.00 over the term of the contract.

This contractor will provide Data Communications Products and services for FAMU, in accordance with the referenced contract.

Funding: Housing, Ms. Marny Marsh.

#### 16. Contractor: Superior Hardware Products

Contract #: C-0439-21

Contract Start Date: June 14, 2021

Contract Expiration Date: April 30, 2023

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide Security Systems Products, and services to FAMU, in accordance with the referenced contract.

#### 17. Contractor: Wesco Turf (Toro Omnia)

Contract #: C-0441-21

Contract Start Date: June 14, 2021

Contract Expiration Date: March 31, 2022

Contract Amount: This amount will not exceed \$500,00.00 over the term of the contract.

This contractor will provide FAMU with Grounds Maintenance Equipment, Parts, Accessories,

Supplies, Related services and equipment, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

#### 18. Contractor: Region 4 Education Service Center

Piggy Back/Contract #: C-0449-21 Contract Start Date: June 14, 2021 Contract Expiration Date: March 3, 2022

Contract Amount: This amount will not exceed \$100,000.00 over the term of the contract.

This contractor will provide FAMU with Cabling and Networking Products and Solution Services, in

accordance with the referenced contract. Funding: Housing, Ms. Marny Marsh.

#### 19. Contractor: Cisco Systems.

Contract #: C-0459-21

Contract Start Date: June 16, 2021

Contract Expiration Date: September 30, 2022

Contract Amount: This amount will not exceed \$901,000.00 over the term of the contract.

This contractor will provide Data Communications Products and services for FAMU, in accordance

with the referenced contract.

Funding: ITS, Mr. Robert Seniors.

#### 20. Contractor: United Rentals, Inc

Contract #: C-0460-21

Contract Start Date: June 17, 2021 Contract Expiration Date: June 30, 2022

Contract Amount: This amount will not exceed \$500,00.00 over the term of the contract.

This contractor will provide FAMU with Equipment Rental, Lease or Purchase, and Related

services, in accordance with the referenced contract.

#### 21. Contractor: Eli Roberts

Piggy Back/Contract #: C-0461-21 Contract Start Date: June 17, 2021

Contract Expiration Date: February 23, 2023

Contract Amount: This amount will not exceed \$800,000.00 over the term of the contract.

This contractor will provide FAMU with unleaded gasoline and ultra-low sulfur #2 diesel fuel services, in accordance with the referenced contract.

**Funding:** Facilities Planning and Construction, Ms. Stephanie Fisher

#### 22. Contractor: Instructure Inc.

Contract #: C-0464-21

Contract Start Date: June 17, 2021

Contract Expiration Date: December 31, 2026

Contract Amount: This amount will not exceed \$963,139.29 over the term of the contract.

This contractor will provide Canvas Cloud Subscription services to FAMU, in accordance with the referenced contract.

Funding: ITS, Mr. Robert Seniors

#### 23. Contractor: Micro Optic of Florida

Contract #: C-0467-21

Contract Start Date: June 17, 2021 Contract Expiration Date: May 31, 2022

Contract Amount: This amount will not exceed \$105,00.00 over the term of the contract.

This contractor will provide FAMU with Microscopes and other Accessories, in accordance with the referenced contract.

Funding: School of Environment, Ms. Sherry Wells

#### 24. Contractor: Data Set Ready

Piggy Back/Contract #: C-0399-21 Contract Start Date: May 28, 2021

Contract Expiration Date: December 3, 2025

Contract Amount: This amount will not exceed \$800,000.00 over the term of the contract.

This contractor will provide Telecommunication Infrastructure Project Services to FAMU, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Mr. Craig Talton

#### 25. Contractor: The Shoebox

Piggy Back/Contract #: C-0472-21 Contract Start Date: June 22, 2021

Contract Expiration Date: September 30, 2023

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide FAMU with Clothing Purchase, Rental, and Cleaning Services, in accordance with the referenced contract.

Funding: Facilities Planning and Construction, Ms. Stephanie Fisher

#### 26. Contractor: Teamworks Innovations Inc.

Contract #: C-0477-21

Contract Start Date: June 22, 2021 Contract Expiration Date: July 31, 2026

Contract Amount: This amount will not exceed \$250,723 over the term of the contract.

This contractor will provide Athletics- Modules and INFLCR License services to FAMU, in accordance with the referenced contract.

Funding: Athletics, Mr. Kortne Gosha

#### 27. Contractor: Crestron Electronics, Inc.

Contract #: C-0484-21

Contract Start Date: June 1, 2021

Contract Expiration Date: June 30, 2022

Contract Amount: This amount will not exceed \$621,483.00 over the term of the contract.

This contractor will provide FAMU with (20) Zoom Rooms with Compatibility for OTI in accordance with the referenced contract.

<u>Funding:</u> College of Pharmacy and Pharmaceutical Sciences, Institute of Public Health, Theodore Greer

#### 28. Contractor: Hello Campus, Inc.

Piggy Back/Contract #:C-0498-21 Contract Start Date: June 30, 2021 Contract Expiration Date: June 30, 2024

Contract Amount: This amount will not exceed \$626,688.00 over the term of the contract.

This contractor will provide Data Analytics/ Data Science Services for FAMU, in accordance with the referenced contract.

Funding: Provost, Dr. Maurice Edington

#### 29. Contractor: Clvitas Learning

Contract #: C-0501-21

Contract Start Date: June 21, 2021 Contract Expiration Date: June 20, 2024

Contract Amount: This amount will not exceed \$497,500.000 over the term of the contract.

This contractor will provide Streamline workflow, Advising, Academic Planning, Scheduling and other services to FAMU, in accordance with the referenced contract.

Funding: Office of Provost, Ms. Carucha Nelson

#### 30. Contractor: LexisNexis Subscription 2021-24

Contract #: C-0330-21

Contract Start Date: July 1, 2021

Contract Expiration Date: June 24, 2024

Contract Amount: This amount will not exceed \$104,866.43 over the term of the contract.

This contractor will provide online services and materials to FAMU College of Law, in accordance

with the referenced contract.

Funding: College of Law, Mr. Reginald Greene

#### 31. Contractor: iCollective Technologies, LLC

Contract #: C-0426-21

Contract Start Date: July 1, 2021

Contract Expiration Date: January 15, 2022 24

Contract Amount: This amount will not exceed \$251,640.00 over the term of the contract.

This contractor will provide redesign of the ITS Data Center, Configuration and Management of HPE

HCI and Nimble Storage Infrastructure to FAMU, in accordance with the referenced contract.

**Funding:** ITS, Mr. Robert Seniors