



Board of Trustees Academics and Campus Environment Committee

Tuesday, February 27, 2024
Time: 9:00am
Microsoft Teams Virtual Meeting

Trustees: Chair Oscar Horton; Cesar Esmeraldi, Jenifer Jasinski Schneider,
Lauran Monbarren, Rick Piccolo, Melissa Seixas
USF Foundation Board Liaison: Debbie Sembler
Provost and Executive Vice President: Prasant Mohapatra

A G E N D A

- | | | |
|------|--|--|
| I. | Call to Order and Opening Remarks | Chair Oscar Horton |
| II. | Public Comments Subject to USF Procedure | Chair Oscar Horton |
| III. | New Business – Action Items | |
| | a. Approval of November 20, 2023 Meeting Minutes | Chair Oscar Horton |
| | b. New Degree Proposal | |
| | i. Ed.S. School Psychology | Dean Anthony Rolle |
| | c. Florida Statewide Mutual Aid Agreement | Assistant Vice President Jennifer Fleischman |
| | d. Regulation 6.0021 – Student Code of Conduct | Dean Danielle McDonald |
| IV. | Roundtable discussion | Chair Oscar Horton |
| V. | Adjournment | Chair Oscar Horton |

**USF Board of Trustees
ACE Committee
Microsoft Teams Meeting
November 20, 2023**

MINUTES

ACE Committee Chair Oscar Horton welcomed everyone and convened the meeting.

Chair Horton asked Kiara Gayle to call the Roll.

Trustee Cesar Esmeraldi
Trustee Oscar Horton
Trustee Jenifer Jasinski Schneider
Trustee Lauran Monbarren
Trustee Melissa Seixas
Trustee Fredrick Piccolo – Did not participate.

There were no public comments.

Chair Horton proceeded with the meeting.

New Business – Action Items

a. Approval of Minutes

August 15, 2023

Having no changes to the minutes Chair Horton requested a motion to approve the August 15, 2023 minutes. The motion was given by Trustee Seixas, seconded by Trustee Jasinski Schnieder and approved.

b. Approval of Tenure as a Condition of Employment

Administrators such as the President, Provost, Deans and Chairs and senior faculty who are recruited to USF are normally awarded tenure as a condition of employment.

Assistant Dean in the USF College of Medicine Javier Cuevas presented item b. on behalf of Vice President Hayward Brown.

Dr. Kunhua Song was recruited to the USF Heart Institute from the University Of Colorado College Of Medicine. He is a Cardiovascular Geneticist and a highly funded investigator from the 26th ranked research and AAU institution. He meets all of our qualifications for tenure as an associate professor and he's more than likely meeting our guidelines for a full professor as well.

Vice President Brown commented that the President, Dean and he recommend Dr. Kunhua Song be granted an appointment with Tenure as a Condition of Employment.

Chair Horton requested a motion to approve. The motion was given by Trustee Seixas, seconded by Trustee Monbarren and approved.

The Chair complemented Vice President Brown and Assistant Dean Cuevas on their success in seeking out top talent for the University of South Florida.

c. Institutes & Centers 7-Year Reviews

Vice Provost Theresa Chisolm presented.

As part of Board of Governors Regulation 10.015, for state of Florida Institutes and Centers (I&C) universities must provide a summary of 7-year reviews of each I&C to the Board of Governors. In accordance with the updated regulation, each University's board of trustees must certify that the evaluation/review contained all elements specified in Regulation 10.015 using a template provided by the Chancellor. Copies of the most recent evaluations need to be submitted to the Board of Governors along with certification template. The reports for I&Cs reviewed in CY 2023 and the certification template will must be submitted to the BOG within 30 days of BOT review.

Vice Provost Theresa Chisolm provided a power point presentation which highlighted the following:

- Institutes & Centers 7 year reviews
- SUS BOG Regulation 10.015 Institutes and Centers
- Required Review Components
- Institutes and Centers – 7 year formal reviews (2022)

Vice Provost Chisolm turned the presentation over to Dean GJ de Vreede from the Muma College of Business to continue. The power point highlighted the following.

- The Muma College of Business
- Center for Entrepreneurship

Dean GJ de Vreede turned the presentation over to the Nault Center for Entrepreneurship's Director Dirk Libaers. The power point highlighted the following:

- The Nault Center for Entrepreneurship -The Mission
- Return on Investment
- Impact
- Student Opportunities
- Fundraising

Director Libaers turned the presentation over to the Dean of the College of Public Health Dr. Donna Petersen. The power point highlighted the following:

- An Overview Of the College of Public Health
- CPH was created in 1984
- Housed in the Samuel P. Bell III Building
- Consistently ranked #1 in Florida and 25 Nationally
- We are known as innovators!
- 80 faculty, 200 staff support, nearly 5000 students in nationally accredited undergraduate, masters and doctoral programs
- Our Practice is our passion: We are deeply engaged with communities locally and globally
- Our Centers engage in the science that informs practice and support the continuing professional development of people in the field

Dean Petersen ended her presentation and turned it over to the Director of the Center for Leadership in Public Health Practice, Marissa Levine to present. The power point highlighted the following:

- PHEARLESS - Public Health Regenerative Leadership Synergy, emerged from a collaborative process that assessed the leadership lessons learned during the COVID-19 pandemic
- The Center's Mission – To develop leaders who advance the public's health creating the conditions necessary to ensure thriving for all
- Public Health Executive Leadership Program (PHELP)
- Disease Intervention Specialist Training Academy (DISTA)
- Public Health Regenerative Leadership Synergy
- Return on Investment

Director Levine ended her presentation and turned it over to the Director of the Lawton and Rhea Chiles Center, Ellen Daley to present. The power point presentation highlighted the following:

- Description and Mission of the Lawton and Rhea Childs Center
- Leadership and Membership
- Innovative Programs Health Start Program, Florida Covering Kids and thew
- Funding
- An active program for mentoring Students in Research and Practice Programs
- Recent Chiles Center Retreat
- Future Steps
- Working with the Georgetown Policy Center, the Florida Policy Center and the Maternal and Child Health Bureau to ensure that the important work being done at the Chiles Center has a means to become policy to improve the health of Children and families.

Director Levine ended her presentation and turned it back over to Vice Provost Chisolm. She continued a power point which summarized the 13 exciting programs recommended for approval and opened the floor for questions from the Board members.

- BOT Action Item: Certification that all required review components are included in each report & Excel Template.

Chair Horton had questions concerning the Muma College of Business' usage of the \$14 million dollars and capital funds.

Dean GJ de Vreede explained the wide range in which the \$14 million is used in the Muma College of Business. The funding is used for a variety of things such as scholarships, operational expenses, the Executive Director position, external relationships as well as the entrepreneurial ecosystem.

Chair Horton commended Dr. Chisolm and her team for the excellent work done at the USF College of Public Health as well as the extraordinary work done at the university overall. He requested a motion to approve item c. Institutes & Centers 7-Year Reviews. The motion was given by Trustee Seixas, seconded by Trustee Monbarren and approved.

**d. USF Regulation 10.114 – Morsani College of Medicine
Faculty Restrictive Covenants**

Deputy General Counsel Robert Pelaia presented.

Restrictive covenants regarding non-competition and non-solicitation are governed by Section 542.335 of the Florida Statutes. Restrictive covenants are widely used in the health care arena to protect the business interests of health care employers. Restrictive covenants can significantly reduce the risks that often come with the separation of an employee, such as working in the same field in competition with USF Health or the potential loss of referral sources / goodwill in the marketplace. These valuable protections depend, however, on the enforceability of the restrictive covenant under Florida law. In order to ensure that the language in Regulation 10.114 was aligned with Florida statutes and recent case law, we engaged experienced outside counsel with expertise in enforcing restrictive covenants in Florida.

Deputy General Counsel Pelaia has the primary responsibility for legal oversight within USF Health. He provided a basic overview of minor changes to the USF Regulation 10.114 Morsani College of Medicine Faculty Restrictive Covenants. Robert Pelaia commented that we perform a biennial review of USF regulations. This regulation has been in place since around 2005.

Robert Pelaia opened the floor for questions from the Board members and recommended approval.

Having no questions from the Board, Chair Horton requested a motion to approve the revised USF Regulation 10,114. The motion given by Trustee Seixas, seconded by Trustee Monbarren and approved.

New Business – Information Items

Degree Program Productivity Report

Vice Provost Theresa Chisolm provided an update on the New Degree Program Productivity. She thanked Cynthia Brown Hernandez and the Academic Planning and Operational Reporting Team in ODS for their extraordinary work on the annual report.

Annually the Office of Decision Support conducts a systematic, comprehensive review of degree productivity. The results of the 2023-degree productivity review was presented. A power point was provided which highlighted the following:

- Degree Productivity Annual Review
- Principles of Degree Program Review
- Degree Program Productivity Review - Board of Governors Period Review – USF Bot Annual Review
- Result of Degree Productivity and Seven -Year Reviews
- Degree Productivity Report
- College Responses
- Summary of Results

Trustee Seixas expressed an interest in learning more about the areas of strategic focus from the BOG and how it aligns with USF. The Board members may also find it insightful and may be interested in learning more about it.

Trustee Esmeraldi commented on the summary of results and the impressive numbers as it relates to the PSE. He questioned if the BOT had a say in the process of determining the PSE.

Vice Provost Chisolm commented that a year and a half ago we worked closely with the BOG staff and the other SUS institutions by providing additional information for the data developed for the PSE. The initial list was revised.

Chair Horton thanked Vice Provost Chisolm for her presentation.

Self-supporting & Market Tuition Rate College-Credit Programs Annual Report

Associate Vice President Christine Brown provided an informational update regarding amendments made to the 21-22 and the 22-23 self- supporting and market rate report.

The Florida Board of Governor's office collects information about self-supporting and market tuition rate college-credit programs at SUS institutions pursuant to the data collection required by Board regulation 8.002(4).

A power point was provided which highlighted the following:

- Self-supporting & Market Tuition Rate College-Credit Programs Annual Report
- Overview of the Annual Report
- Degree/Program Completions by Program/Degree Type

The Chair thanked Associate Vice President Brown for her presentation.

Roundtable Discussion

Chair Horton commented that this is the calendar year end and opened the floor to the Board members for questions, concerns or any business that they would like to discuss.

Trustee Seixas thanked Chair Horton for leading the ACE Committee.

Chair Horton is grateful for the opportunity to Chair the ACE Committee. This has been a learning experience. The Chair continues to be amazed at what it takes to run a preeminence research university.

Having no other business Chair Horton adjourned the ACE Committee meeting.

USF Board of Trustees

March 12, 2024

Issue: Education Specialist in School Psychology, CIP Code 42.2805

Proposed action: Approval

Executive Summary: The College of Education is proposing the creation of an Ed.S. in School Psychology in CIP Code 42.2805. The proposed new degree program will allow graduates to become credentialed as School Psychologists by the Florida Department of Education and become Nationally Certified School Psychologists, a credential regulated by the National Association of School Psychologists (NASP). The program is also approved as a BOG Program of Strategic Emphasis.

Financial Impact: There will be no financial impact because existing faculty and resources will be reallocated for this new degree program.

Strategic Goal(s) Item Supports:

- Goal One: Student Success at USF and Beyond;
- Goal Two Faculty Excellence in Research and Innovation;
- Goal Three: Partnerships and Engagement with Local, National, and Global Impact

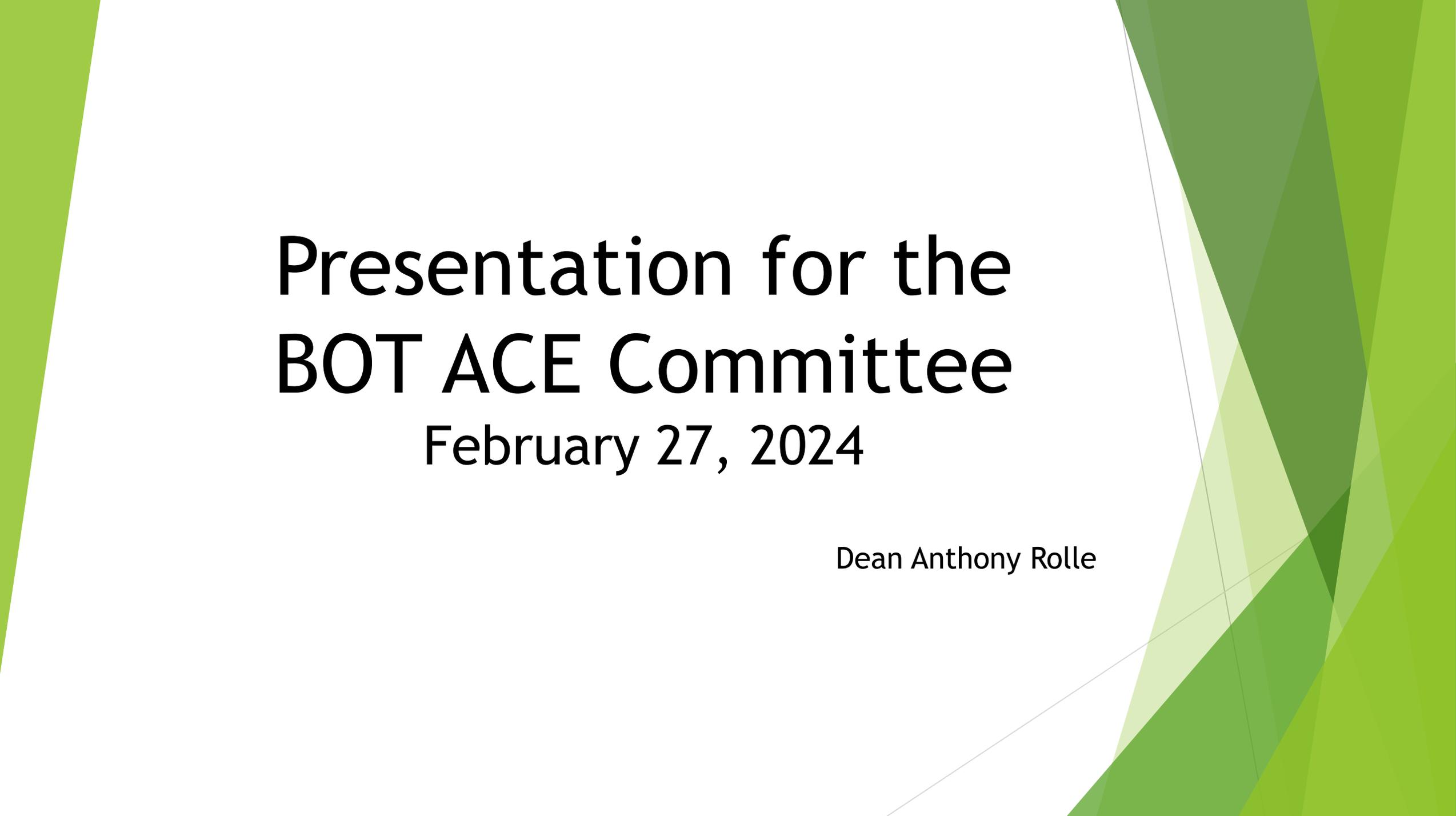
BOT Committee Review Date: February 20, 2024

Supporting Documentation Online (please circle):

Yes

No

Prepared by: Cynthia Brown Hernandez, Director, ODS-Academic Planning and Operational Reporting



Presentation for the BOT ACE Committee

February 27, 2024

Dean Anthony Rolle

USF College of Education

Three Campuses – Saint Pete/Sarasota Manatee/Tampa
One College



REQUEST TO OFFER A NEW DEGREE PROGRAM

- ▶ The National Association of School Psychologists (NASP) has identified a national shortage of School Psychologists, suggesting that they are in high demand (<https://www.nasponline.org/research-and-policy/policy-priorities/critical-policy-issues/shortage-of-schoolpsychologists>; URL visited 10/22/2023)
- ▶ As a result, the University of South Florida (USF) College of Education is *proposing the creation of an Ed.S. in School Psychology in CIP Code 42.2805*.
- ▶ Currently, USF offers a concentration in School Psychology in the Ed.S. in Curriculum and Instruction (CIP Code 13.0301). This concentration will be terminated when the University is approved to offer the Ed.S. in School Psychology in CIP Code 42.2805.
- ▶ The proposed Ed.S. in School Psychology will allow graduates to become credentialed as School Psychologists by the Florida Department of Education and become Nationally Certified School Psychologists (NCSP) who typically are employed by public school districts, charter schools, and private schools.

REQUEST TO OFFER A NEW DEGREE PROGRAM Ed.S. in SCHOOL PSYCHOLOGY

- ▶ The National Association of School Psychologists (NASP) recommends a ratio of 1 School Psychologist for every 500 students for a school district to be considered adequately staffed.
- ▶ The current average ratio in the United States is 1 School Psychologist to every 1,127 students.
- ▶ State-by-state data document a higher ratio in Florida (1:1,856), which has worsened since the last survey.

REQUEST TO OFFER A NEW DEGREE PROGRAM Ed.S. in SCHOOL PSYCHOLOGY

- ▶ With the noted demand for School Psychologists, the proposed program will contribute to the goal of increasing community and business workforce and contributing to the strategic priorities for a knowledge economy in community and business engagement.
- ▶ Historically, the program has partnered with local public school districts (e.g., Hillsborough, Pinellas, and Pasco) and community agencies. These partnerships are mutually beneficial, providing School Psychology students with rich practicum and internship experiences and the districts and agencies with high-quality school psychological services.
- ▶ And, as a program on the Programs of Strategic Emphasis (PSE) list, the program will contribute to the number of degrees awarded as PSE.

REQUEST TO OFFER A NEW DEGREE PROGRAM Ed.S. in SCHOOL PSYCHOLOGY

- ▶ The proposed Ed.S. in School Psychology contributes to the mission and strategic plan of the University of South Florida:
- ▶ ***Supporting USF's Goal 1:*** Student success at USF and beyond by ensuring graduates are eligible for certification and eventual practice as School Psychologists.
- ▶ ***Supporting USF's Goal 2B:*** Foster strategic collaborative research and innovation that is highly impactful and transformative
- ▶ ***Supporting USF's Goal 2C:*** Increase impact and recognition of research and innovation by providing a platform through which program faculty can continue to produce high quality and innovative research in collaboration with local school districts and the Florida Department of Education.
- ▶ ***Supporting USF's Goal 3A:*** Strengthen and grow existing partnerships and/or establish new mutually beneficial partnerships and collaborative relationships with local public school districts.

USF Board of Trustees

February 27, 2024

Issue: Need for continued coordinated assistance with the State of Florida Division of Emergency Management and other Florida jurisdictions for resource support during emergencies affecting USF.

Proposed action: Approve the renewal of the Florida Statewide Mutual Aid Agreement (SMAA).

Executive Summary:

The State of Florida Division of Emergency Management (FDEM) has an established Mutual Aid Agreement to coordinate the sharing of resources among Florida government entities for emergency aid and assistance before, during, or after a major or catastrophic disaster. The SMAA is pursuant to the Emergency Management Act, located in Florida Statute Chapter 252 governing emergency management for the State of Florida. Participating parties to the SMAA may request resource support from one-another or through the Florida Division of Emergency Management. The SMAA outlines important details and procedures on the use, cost, reimbursement, and insurance requirements by which signing parties must abide.

Not only is this agreement advantageous to the University, the Florida Board of Governors Regulation 3-001(3)(b) expressly states that “Each university shall sign the Statewide Mutual Aid Agreement (SMAA).”

The USF BOT approved renewal of the Florida Statewide Mutual Aid Agreement (SMAA) most recently on December 4, 2018. Since then, the state has published the 2023 SMAA which is a full revision of the agreement; however, the changes are technical in nature. FDEM is requesting that all entities wishing to remain SMAA signatories review and sign the updated SMAA.

USF has used this agreement on multiple occasions to send University personnel to assist impacted Universities and jurisdictions in past emergency situations including but not limited to Hurricane Florence and Hurricane Michael.

Financial Impact:

Renewal of this SMAA will authorize USF to request available State and local resources that may otherwise require additional spending through external contracts. In the event USF resources are utilized by another entity, reimbursement for the costs associated with the resource are clearly defined.

Strategic Goal(s) Item Supports: Goal 1: Student Success; Goal 3: Partnerships; Goal 5: Financial Base

BOT Committee Review Date: February 27, 2024

Supporting Documentation Online (*please circle*): **Yes** **No**

Prepared by: Jen Fleischman, Assistant Vice President for Administration and Operations



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES,
STATE OF FLORIDA

By: _____

By: _____

Title

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Joel Londrigan
ATTORNEY - USF



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

USF Board of Trustees
February 27, 2024

Issue:

Regulation 6.0021 Student Code of Conduct

Proposed action:

Substantive amendments for Regulation 6.0021 Student Code of Conduct

Executive Summary:

Amendments to align with §553.865, Florida Statutes requirements and other changes made for clarification.

Financial Impact: n/a

Strategic Goal(s) Item Supports: 1A Increase the development and availability of high-impact educational experiences for student success.

BOT Committee Review Date: February 27, 2024

Supporting Documentation Online (*please circle*):

Yes

No

Prepared by: Jennifer Gilmore and presented by Danielle McDonald

Regulation 6.0021

Student Code of Conduct Revisions

BOT ACE Meeting
February 27, 2024

Dr. Danielle McDonald
AVP/Dean of Students



Student Code of Conduct Revisions

Summary of Changes

- Board of Governors Directives
- Policy 0.004 and Title IX requirements
- Student and FIRE feedback
- Clarification/Refinement of processes, definitions, violations
- Process updates with new platform

Section VI: Conduct Violations

Alcohol – clarified definition of type of event

Bribery - clarified definition

Damage to property – added unintentional behavior

Distribution Of Materials and Solicitation – added per BOG

Drugs – removed consumption because covered in misuse

Failure to comply – added local law enforcement

False Information – clarified and added student org

Sexual Exploitation – added solicitation

Theft – added student organization

Unauthorized entry - #5 added to comply with Florida Statute 553.865

VII. Process

Links to new Maxient Form

Moved Interim suspension under temporary restrictions

Informational Meeting – provided more clarity to notification

Renumbered and reordered due process for flow

Changed rights and processes for cases involving sexual harassment per Title IX

Complainant rights renumbered for flow

Formal Hearing Procedures

- How forum is chosen – BOG directive
- Hearing notice and scope of information – clarity
- Hearing officer review of information – clarity
- Scope of hearing officer regarding witnesses – clarity

Appeals & Sanctions

- Clarified basis of appeal and what is new information
- Added appeal rights to both complainant and charged student or student organization – per Policy 0.004
- Deferred suspension clarified further violations would impact severity of future sanctions
- Expulsion/Suspension – changed may to will regarding no trespass orders and restrictive privileges – per BOG directives

Record Retention & Expungement

- Information protected under a privilege addition – per BOG directive
- Expungement – clarified process with new form



UNIVERSITY of
SOUTH FLORIDA