



**BOARD OF TRUSTEES  
Regular Monthly Meeting**

**Wednesday, June 11, 2025 – 4:30 p.m.  
Conference Center (E126AB)**

**Zoom Option:**

<https://frederick-edu.zoom.us/j/85648676723?pwd=KSAcx9Wm8Cb7AMi28Ue5pblqJZ96Ja.1&from=addon>

**Call-in Option:**

**Phone Number: 301-715-8592 | Meeting ID: 856 4867 6723 | Passcode: 731576**

**I. Call to Order**

**II. Approval of Minutes**

- A. April 23, 2025 Regular Meeting (**Enclosure 1**)

**III. Approval of Collective Bargaining Agreement between the Frederick Community College Board of Trustees and United Academics of Maryland-AFT (Enclosure 2)**

**IV. Board & CEO Comments**

**V. Consent Agenda**

- A. Approval of Renewal of Property, Casualty, Cyber, and International Insurance (**Enclosure 3**)
- B. Approval of Renewal of Wolf's Bus Lines Contract (**Enclosure 4**)
- C. Approval of 2025-2026 Diversity, Equity, Inclusion, and Belonging Plan as required by the Maryland Higher Education Commission (**Enclosure 5**)
- D. Approval of Piggyback Contract with Technolutions, Inc. for the Slate Platform (**Enclosure 6**)
- E. Approval of Substantial Modification to Information Technology Specialist Area of Concentration with the STEM Technology A.A.S. Degree (**Enclosure 7**)
- F. Approval of Substantial Modification to Information Security and Assurance Certificate (**Enclosure 8**)
- G. Approval of Award of RFP #25-FD-01 for Consulting Services for FCC Foundation Feasibility Study to Bentz, Whaley, Flessner and Associates, Inc. (**Enclosure 9**)
- H. Approval of Piggyback contract with Astute Business Solutions for PeopleSoft Oracle Cloud Licensing (**Enclosure 10**)
- I. Approval of Piggyback contract with Bell Techlogix for Microsoft Licensing (**Enclosure 11**)

**VI. Information/Discussion Items**

- A. Ownership Linkage
- B. Fiscal YTD Financial Report through March 31, 2025 (**Enclosure 12**)
- C. Monitoring Board Performance

Policy Survey Review:

- 1. GP-3 Board Code of Conduct (**Enclosure 13**)

Policy Review:

- 2. BCD-5 President Succession (**Enclosure 14**)
- 3. GP-9 Investment in Governance (**Enclosure 15**)
- 4. BCD-0 Global Board Delegation Statement (**Enclosure 16**)

## **VII. Action Items**

- A. Board Nominating Committee Report and Election of Board Officers (**Enclosure 17**)
- B. Approval of Schedule of Board Meetings for 2026 (**Enclosure 18**)
- C. Approval of Proposed Agreement for Legal Services for FY 2026 with Pessin Katz Law (**Enclosure 19**)
- D. Approval of FY 2026 Operating Budget, Capital Budget, and Salary/Wage Scales (**Enclosure 20**)
- E. Monitoring CEO Performance
  - 1. Acceptance: EL-3 Communication & Support to the Board Baseline Insight Report (**Enclosure 21**)
  - 2. Acceptance: E-1 Ends Baseline Insight Report (**Enclosure 22**)

## **VIII. Meeting Content Review (Enclosure 23)**

*Consideration of areas for meeting content improvement: This item on the agenda provides the Board the opportunity to give the Board Chair and the President feedback on the quality of the content provided during this Board Meeting. We would appreciate receiving suggestions wherein you would like to see changes made to future Board meetings.*

## **IX. Closed Session**

The Board of Trustees will hold a public vote to meet in closed session in accordance with the Maryland Open Meetings Act, Section 3-305(b)(1) to discuss (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom this public body has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals; Section 3-305(b)(7) to consult with counsel to obtain legal advice; and Section 3-305(b)(13) to comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter. The topics are: to discuss the evaluation of the President; to discuss the contract of the President; and review and approval of closed session minutes from April 23, 2025 pursuant to Section 3-306(c)(3)(ii) of the General Provisions Article of the Maryland Annotated Code.

## **X. Adjourn Closed Session**

## **XI. Call to Order Open Session**

## **XII. Personnel Action Items**

- A. Extend the Term of President Annesa P. Cheek's Employment as President of FCC for Four Years Commencing on July 1, 2025 through June 30, 2029
- B. Ratify President Annesa P. Cheek's Amended Employment Agreement

### **XIII. Adjournment**

**NEXT MEETINGS: Saturday – July 19, 2025**

- 9:00 a.m. – Board Retreat

**Wednesday – August 20, 2025**

- 4:30 p.m. – Regular Monthly FCC Board Meeting

*Under the ADA and Section 504, Frederick Community College (FCC) makes every effort to accommodate individuals with disabilities for College-sponsored events and programs. For FCC employees needing accommodations, including interpreting, please email [humanresources@frederick.edu](mailto:humanresources@frederick.edu). For students and others with accommodation needs or questions, please call 301-846-2408, or to request sign language interpreter services, please email [Interpreting@frederick.edu](mailto:Interpreting@frederick.edu). Sign language interpreters will not be automatically provided for College-sponsored events without a request for services. Requests must be made at least five workdays before a scheduled event to guarantee accommodations.*



**BOARD OF TRUSTEES  
FREDERICK COMMUNITY COLLEGE**

**April 23, 2025  
Regular Meeting**

The Board of Trustees of Frederick Community College met in **regular session** on Wednesday, April 23, 2025 in the Conference Center (E126AB). A virtual option to participate was provided. Participating in person were: Trustees Theodore Luck, Chair; Tom Lynch, Vice Chair; Jan H. Gardner; Carolyn Kimberlin; Tracey McPherson; Dr. William Reid; and Myrna Whitworth. Trustee Gardner was appointed by Governor Wes Moore to serve the remainder of the term of former Trustee Dr. John Molesworth (July 1, 2022 – June 30, 2027). Trustee Gardner was sworn in at the Office of the Clerk of the Circuit Court for Frederick County on April 22, 2025. Also attending in person was Edmund O'Meally, PK Law, College legal counsel.

Participating virtually was President Dr. Annesa Payne Cheek, Secretary/Treasurer of the Board and Dr. Daniel Phelan, Consultant.

**CALL TO ORDER**

The meeting was called to order by Chair Luck at 4:30 p.m. Chair Luck welcomed Trustee Gardner.

**APPROVAL OF MINUTES**

Chair Luck called for approval of the minutes of the March 19, 2025 regular meeting.

*On a motion made by Vice Chair Lynch, the Board approved the March 19, 2025 regular meeting minutes 6-0-1, as presented, with Trustee Gardner recusing herself.*

Chair Luck called for approval of the minutes of the March 28, 2025 special meeting.

*On a motion made by Trustee Whitworth, the Board approved the March 28, 2025 special meeting minutes 6-0-1, as presented, with Trustee Gardner recusing herself.*

### **BOARD & CEO COMMENTS**

Chair Luck commented on recent inquiries Trustees have received regarding Policy Governance® and he clarified the meaning of “owners” and “ends” within the Carver Policy Governance® Model. He then expressed appreciation for the Celebration of Excellence Ceremony for employees held on April 11, 2025.

President Cheek welcomed Trustee Gardner. She then announced the ribbon cutting for the launch of FCC’s participation in Maryland’s Cyber Workforce Accelerator program tomorrow morning, her participation in the County Council’s budget workshop to advocate for the funding County Executive Fitzwater has included for FCC in her proposed budget which is also tomorrow morning, and the 67<sup>th</sup> Commencement Ceremony being held at Mount St. Mary’s University Knott Arena next month.

### **CONSENT AGENDA**

Items IV.A, IV.B, and IV.D were removed from the consent agenda.

*On a motion made by Trustee Reid, the Board unanimously approved the following item, as presented:*

- Sole Source Contract with EBSCO for the Library Management System FOLIO

### **ACTION ITEMS REMOVED FROM CONSENT**

**Approval of Award of RFP 25-HR-01 Group Medical and Prescription Drug**

**Insurance to CareFirst BlueCross BlueShield** – It was noted that this item was removed for discussion so that the rationale for the provider change could be highlighted for the community. Dr. Bridgette Cofield, Vice President (VP) for Talent and Culture, overviewed the information included in the meeting packet which is available publicly on the College website.

*On a motion made by Vice Chair Lynch, the Board unanimously approved the award to CareFirst BlueCross BlueShield, as presented.*

**Approval of Renewal of FY26 Group Dental and Vision Insurance to Aetna** – It was noted this item was removed for discussion so that people could have perspective on the decision. VP Cofield overviewed the information included in the meeting packet which is available publicly on the College website.

*On a motion made by Vice Chair Lynch, the Board unanimously approved the renewal with Aetna, as presented.*

**Approval of Substantial Modification to Computer Science Associate of Science (A.S.) Degree** – There was discussion regarding the projected increase of students in the program versus faculty staffing and the number of support staff FTE in *Table 2: Program Expenditures*. Dr. Anne P. Davis, Provost and VP for Teaching, Learning and Student Success, clarified that adjunct will be moved from other expenses to the faculty line and number of support staff FTE will be corrected prior to submission to the Maryland Higher Education Commission. It was noted that when changes are made to a program, students follow the catalog of the year they entered under. Their ability to

complete their original plan is honored. If significant improvements are made to the program, equivalent courses are identified so students do not lose progress.

*On a motion made by Trustee Kimberlin, the Board unanimously approved the substantial modification, as presented.*

## **INFORMATION/DISCUSSION ITEMS**

**Ownership Linkage** – Trustee Kimberlin, Vice Chair Lynch, and Chair Luck shared their observations from the ownership linkage engagement earlier this month with members of the Frederick County Public Schools Board of Education. They expressed appreciation to Dr. Phelan for facilitating.

Chair Luck shared the results of the survey for the Board's list of organizations to engage in the Ownership Linkage Plan for FY26. There was discussion regarding owners versus stakeholders. After discussion, the following were selected to include in the Ownership Linkage Plan for FY26: Frederick County Chamber of Commerce; Frederick Health; the Asian American Center of Frederick, Ausherman Family Foundation, Community Foundation of Frederick County, and Delaplaine Foundation collectively; and the Frederick Innovative Technology Center, Inc., Tech Frederick, and the Maryland Tech Council collectively. The Board then discussed the way in which to conduct each engagement. It was decided that face-to-face, either in person or via Zoom, would be the best way to establish a linkage relationship. Moving forward, other tools may be utilized.

## **MONITORING BOARD PERFORMANCE:**

**Board Policy Survey Review: GP-4 Board Job Contributions** – Chair Luck reported on the results of this survey and made clarifying comments for items 4.1, 5 and 6. There



was discussion about considering public comment at Board meetings, which will be addressed at a future meeting since it was not a topic identified on the agenda for this meeting.

**Board Policy Survey Review: GP-1 Role of the Board Chair** – Chair Luck reported on the results of this survey and made a clarifying comment for item 2.2.

**Board Policy Survey Review: GP-2 Role of the Vice Chair** – Chair Luck reported on the results of this survey.

**Board Policy Review: BCD-5 President Succession** – The Board reviewed this policy for currency. There was discussion regarding what constitutes a short-term absence. This will be revisited at the next Board meeting.

**Board Policy Review: GP-3 Board Code of Conduct** – The Board reviewed this policy for currency. There were no suggested revisions.

## **ACTION ITEMS**

**Appointment of Board Nominating Committee** – Chair Luck appointed Vice Chair Lynch and Trustee McPherson to serve as the Nominating Committee for the FY 2026 slate of officers. The Nominating Committee will present its report at the June 11, 2025 Board meeting.

## **MONITORING CEO PERFORMANCE:**

**Approval of Interpretation for EL-3 Communication & Support to the Board** – The Board considered this interpretation, which was reviewed at the meeting last month.

*On a motion made by Trustee Whitworth, the Board unanimously approved the Interpretation for EL-3 Communication & Support to the Board, as presented.*

**Approval of Interpretation for E-1 Ends** – President Cheek overviewed the changes made since the Board reviewed at the meeting last month. A typo was identified in the interpretation for item 1.3 under “compliance will be demonstrated when” item b to remove “the” before “150%.”

*On a motion made by Trustee Kimberlin, the Board unanimously approved the Interpretation for E-1 Ends, as revised.*

**Acceptance of Baseline Insight Report for EL-8 Access to Education Baseline Insight Report** – Chair Luck provided a reminder that the Board agreed to receive baseline insight reports in lieu of monitoring reports as part of the transition to full deployment of the Policy Governance® Model. Areas of compliance will be expected to be maintained and areas of non-compliance will be expected to be addressed prior to the submission of the formal monitoring report next year. President Cheek reported full compliance.

*On a motion made by Trustee McPherson, the Board unanimously approved to accept the Baseline Insight Report for EL-8 Access to Education, as presented.*

**Acceptance of Baseline Insight Report for EL-11 Compensation and Benefits Baseline Insight Report** – President Cheek reported full compliance with the exception of item a. under the global policy statement and item 2b.

*On a motion made by Trustee Reid, the Board unanimously approved to accept the Baseline Insight Report for EL-11 Compensation and Benefits, as presented.*

## **MEETING CONTENT REVIEW**

There were no comments.

### **CLOSED SESSION**

*At 6:17 p.m., the motion was made by Vice Chair Lynch to convene in closed session and unanimously approved by the Board.*

This action was taken in accordance with Maryland's Open Meetings Act, Section 3-305(b)(1) to discuss (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom this public body has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals; Section 3-305(b)(7) to consult with counsel to obtain legal advice; Section 3-305(b)(9) to conduct collective bargaining negotiations or consider matters that relate to the negotiations; and Section 3-305(b)(13) to comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.

The Board convened in closed session in the Conference Center (E126AB) on April 23, 2025. A virtual option to participate was provided. Attending in person were: Trustees Theodore Luck, Chair; Tom Lynch, Vice Chair; Jan H. Gardner; Carolyn Kimberlin; Tracey McPherson; Dr. William Reid; and Myrna Whitworth. Also attending in person were Avis Boyd, Chief of Staff to the President; Dr. Bridgette Cofield, Vice President (VP) for Talent and Culture; Dr. Anne Davis, Provost and VP for Teaching, Learning and Student Success; Scott McVicker, Chief Financial Officer (CFO) and VP for Administration; Pamela Murphy, Labor Relations Specialist; Edmund O'Meally, PK Law, College legal counsel; and Kari Melvin, Recording Secretary.

Participating virtually was President Dr. Annesa Payne Cheek, Secretary/Treasurer of the Board.

The Board reviewed closed session minutes from March 19, 2025.

*On a motion made by Trustee Reid, the Board approved the March 19, 2025 closed session minutes 6-0-1, as presented, with Trustee Gardner recusing herself.*

The Board obtained legal advice on matters related to collective bargaining strategy and potential positions. No action was taken.

*VP Cofield, Provost/VP Davis, CFO/VP McVicker, and Labor Relations Specialist Murphy left the meeting.*

The Board reviewed and discussed an external complaint against an employee.

*On a motion made by Trustee McPherson, the Board unanimously approved to dismiss the complaint.*

*President Cheek, Chief of Staff Boyd, and Ms. Melvin left the meeting.*

The Board discussed the evaluation of the President. No action was taken.

*President Cheek, Chief of Staff Boyd, and Ms. Melvin rejoined the meeting.*

Chair Luck briefed President Cheek on what was discussed.

*The meeting adjourned at 8:35 p.m.*

#### **NEXT MEETING**

The next regular meeting of the Board will be held on Wednesday, June 11, 2025.

Dr. Annesa Payne Cheek  
Secretary/Treasurer



**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Dr. Bridgette Cofield, JD, SPHR

**Date:** June 11, 2025

**Subject:** **Action Item**  
Approval of the Collective Bargaining Agreement between the Frederick Community College Board of Trustees and United Academics of Maryland-AFT

**Board Policy:** EL-2 Treatment of Employees; EL-11 Compensation and Benefits

## **RECOMMENDATION**

Recommend approval of the Collective Bargaining Agreement between the Frederick Community College Board of Trustees and United Academics of Maryland – AFT, Frederick Community College Chapter as presented, effective June 11, 2025.

## **OVERVIEW**

In August 2023, after submission of a petition by full-time faculty, the Maryland Public Employees Relations Board certified United Academics of Maryland-AFT (“UAMD-FCC”) as the exclusive representative for full-time faculty in matters pertaining to wages, hours and other terms and conditions of employment.

Collective bargaining negotiations between the College and UAMD-FCC began in November 2023 and the result of these negotiations is a collective bargaining agreement which will govern all full-time faculty through June 30, 2028.

## **ANALYSIS**

The Agreement between the College and UAMD-FCC addresses required subjects of bargaining such as wages, benefits, holidays, etc. while maintaining parity among all College employees.

Additionally, the Agreement:

- Establishes advisory committees on compensation and benefits which include FCC employees from all operational areas of the College.
- Establishes faculty advisory committees and review timelines for processes associated with faculty promotions, performance evaluations and sabbatical requests.

**ATTACHMENT(S)**

Collective Bargaining Agreement between the Frederick Community College Board of Trustees and United Academics of Maryland – AFT Frederick Community College

**AGREEMENT BETWEEN**  
**THE BOARD OF TRUSTEES OF FREDERICK COMMUNITY COLLEGE**  
**AND**  
**UNITED ACADEMICS OF MARYLAND-AFT-AAUP, FREDERICK COMMUNITY**  
**COLLEGE CHAPTER**

June 11, 2025 through June 30, 2028

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## **ARTICLE 1 PREAMBLE**

Frederick Community College exists to provide all Frederick County residents and others who choose to enroll at the College, with the education, workforce preparation, skills, abilities, and personal growth necessary to succeed in an increasingly interconnected world, at a cost that demonstrates the prudent use of the College's available resources.

To that end, United Academics of Maryland-FCC and the Board of Trustees of Frederick Community College are committed to the principles of equal opportunity by recruiting and investing in a diverse community with an equitable and welcoming environment for all. This includes people of various cultures, ages, races, ethnicities, sexual orientations, gender identities, socioeconomic statuses, religions, physical or mental abilities, and political affiliations.

## **ARTICLE 2 GENERAL PROVISIONS**

The Board recognizes United Academics of Maryland–AFT-AAUP, Frederick Community College (UAMD-FCC), as the sole and exclusive collective bargaining representative for all full-time faculty of Frederick Community College, as defined herein.

**§2.2 DEFINITION OF BARGAINING UNIT.** The bargaining unit shall be defined as follows: all eligible Full-Time Faculty, including but not limited to professors and other full-time employees whose assignments involve primarily academic responsibilities, as described in the federal Fair Labor Standards Act and the Maryland State Education Article, employed by Frederick Community College.

The President of the College shall determine whether faculty personnel otherwise eligible for inclusion in the bargaining unit are properly excluded based on the criteria listed above. Written notification of any such exclusion shall be provided to the Chapter within ten (10) business days of any such determination. If the Chapter disagrees with the President's determination, the Chapter may request a meeting with the President/designee within 10 business days of the written notification. Should the Chapter and the College be unable to agree, either party may follow the procedures for addressing unit clarification matters under State law.

**§2.3 INTEGRITY OF THE UNIT.** If a bargaining unit member's position is modified by the College to the extent the position is no longer under the jurisdiction of this Agreement the College will notify the Chapter within five (5) working days of the decision. The parties acknowledge that disputes regarding unit designations are matters resolved through the Public Employee Relations Board; should that venue change for any reason, the parties acknowledge that disputes are subject to the processes outlined in the Grievance Article.

### **§2.4 DEFINITION OF TERMS.**

§2.4.1 Whenever used in this Agreement, the terms "College" or "Management" shall mean the Board of Trustees and/or the administrative staff designated by the Board to implement and administer the Board's policies.

§2.4.2 Whenever used in this Agreement, the terms "Union" or "Chapter" shall mean the exclusive representative for full-time faculty, United Academics of Maryland–FCC.

§2.4.3 Whenever used in this Agreement, the term "full-time faculty member" shall mean all eligible faculty personnel teaching a minimum of 11.5 credits per semester (Fall and Spring).

§2.4.4 Whenever used in this Agreement, the term "credits" shall include teaching and release time.

§2.5 RENEGOTIATIONS. The items of this Agreement not requiring fiscal support, when duly ratified by the Association and the Board, shall be valid and binding. The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Frederick County or State of Maryland fiscal authorities to fully implement said items. If categories which contain requests for funds to support items in this Agreement are reduced by the County Council, further negotiations on these items shall begin after the action by the County Council. If any provision of this Agreement or any application of the Agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

§2.6 DATES FOR NEGOTIATIONS. The parties will make every reasonable effort to begin negotiations for a succeeding year no later than October 1 and conclude in a timely manner before the budget submission dates required by the College's fiscal authorities, unless either party intends to continue negotiations.

§2.7 MODIFICATION OF AGREEMENT. This agreement may not be modified in whole or part except by an instrument in writing duly executed by both parties.

§2.8 WORK OF THE UNIT The work that belongs to the bargaining faculty includes,, but is not limited to, teaching, mentoring, advising and other instructional duties and assistance to students; professional service, including developing and maintaining the integrity of the curriculum and degree requirements, assessment and accreditation and other duties related to departmental and college organization and operation; discipline-appropriate scholarly and creative activity; other professional engagement in the broader life of the College community to maintain and continually work to improve the academic standards of the College and foster the conditions that enable the best possible College experience for students.

§2.8.1 Instructional Leader Positions. Instructional Leader positions, including but not limited to the Faculty Lead, shall be reserved for members of the full-time faculty unit.

§2.8.2 Establishing reassigned/credit release time for full-time faculty members.

§2.8.2.1 Factors determining reassigned/credit release time for instructional leadership positions may include the number of adjunct faculty teaching in the program, student enrollment, students in the plan, number of sections and different number of courses.

§2.8.2.2 Factors determining reassigned/credit release time for other projects (e.g., curriculum development, internship development, supervision of student productions, etc.)

may include the number of students/sections impacted, nature of deliverables and complexity of development.

§2.8.2.3 Reassigned/credit release time will be reviewed annually by the Associate Provost/designee and one UAMD-FCC representative from each School within the College.

§2.8.3 Bargaining unit members that meet the minimum qualifications for open positions and who complete the required application process will be afforded an opportunity to interview for the positions.

§2.8.4 Bargaining unit faculty whose regular (i.e., not overload) classes are cancelled due to low enrollment, will be reassigned to a class which they are qualified to teach. So long as classes have not started, this reassignment will be prioritized over non-bargaining unit faculty. If an appropriate class is not available, they will be offered credit release time and/or reassigned to work on a special project (e.g., curriculum, etc.) or may use “banked” credits to make their course load for that semester.

§2.8.5 When used in this Agreement, the term “Full-time faculty” shall mean all faculty personnel assigned more than 11.5 credits of instruction or release time per semester.

§2.8.7 Exceptions to the terms set forth in this section may occur only in cases when both parties agree that it is an emergency situation or both parties agree that there are no bargaining unit members readily available to do the work, and provided that the act of performing the work, or assigning it to be performed, does not itself reduce the availability of work hours, or affect the salary, of any member of the bargaining unit.

### **ARTICLE 3 MANAGEMENT’S RIGHTS**

§3.1 MANAGEMENT’S RIGHTS. The Employer recognizes the right of employees to be treated with dignity and respect by management in all aspects of the operations of the College. Except where limited by this Agreement, the parties recognize that Frederick Community College is entitled to exercise certain management rights, including but not limited to the right:

- to determine the purpose and mission of the College;
- to determine its budget;
- to initiate, design (including textbooks/materials, assessments to be used and course format), develop, adopt, modify, delete, approve, schedule, and authorize all courses and programs to be offered;
- to determine the size of each class;
- to assign the number of credits to be earned in any class or course of study.
- to determine the outcomes of courses or programs.
- to renew or not renew the appointment of a probationary faculty member;
- to hire, assign, and transfer employees as the needs of the College require, and to direct their work;
- to set standards of conduct, including the right to discipline or terminate employees for just cause,

- to survey students and others to obtain feedback and other information about the quality of a particular course and the way it is being taught;
- to establish and adjust the College calendar, including the date on which courses commence and conclude;
- to set minimum standards and qualifications for newly hired faculty members;
- to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement.

## **ARTICLE 4**

### **UAMD-FCC AND COLLEGE RELATIONS**

To perform its duties as the sole and exclusive collective bargaining representative of the full-time faculty of Frederick Community College, the Chapter shall be accorded the following rights and privileges.

The Chapter retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, except as limited by the specific and express terms of this Agreement. The College agrees not to enter into any agreement or understanding with the bargaining-unit faculty members, individually or collectively, that in any way conflicts with the terms and provisions of this Agreement.

**§4.1 COMMUNICATIONS.** The Chapter shall have the right to communicate with members of the bargaining unit without interference by the College, provided such communication does not unduly interfere with the work duties of a bargaining unit faculty member. Communications between bargaining unit faculty members about Chapter matters should not unduly interfere with college operations, students, other employees, or members of the public.

When exercising their right to reasonable access to bargaining unit faculty members at their work location, the Chapter will follow normal protocols for scheduling time with faculty members in a particular location, to the extent they exist. Administrative staff may not unreasonably deny access to bargaining unit faculty members when the purpose of such access is within the Chapter's legal right.

The Chapter may communicate with its bargaining unit members by group email to their individual college email addresses and agrees to limit these communications to bargaining unit employees of the College.

The Chapter shall have the right to space on existing physical bulletin boards on campus, but the College may remove or relocate such bulletin boards in its sole and absolute discretion. The Chapter shall be notified if a bulletin board is removed and given alternative space, if available.

A copy of this Agreement will be accessible via the College's public website.

**§4.2 DUES DEDUCTION AUTHORIZATION.** For those full-time faculty members who become members of the Chapter and who properly execute payroll deduction authorization cards, the College agrees to withhold from their paycheck each pay period Chapter dues, in the amount certified to the College by the Chapter.

**§4.2.1** Such withholdings will begin within thirty (30) days after the College receives proper authorization and will be transmitted via electronic fund transfer to the account authorized by the Chapter, bi-monthly.

§4.2.2 The Chapter will notify the College at least sixty (60) days prior to any change in such dues or fees.

§4.2.3 Payroll deduction of dues is continuing, and cancellation of individual dues can be affected only by written notice to the Chapter via certified mail. The Chapter is responsible for notifying the College of any cancellation requests.

§4.2.3.1 The Chapter's official mailing address is: United Academics of Maryland - Frederick Community College, 21 Governors Court, Suite 120, Windsor Mill, Maryland 21244

§4.2.4 The Chapter shall indemnify and hold the College harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the College for the purpose of complying with any provision of this Article, and the Chapter assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the College to United Academics of Maryland – Frederick Community College Chapter.

§4.3 USE OF COLLEGE FACILITIES. The Chapter shall have the right to schedule facilities on campus and access to services, catering and equipment associated with the use of facilities as a recognized faculty group. The Chapter will pay all customary fees and charges for its use of catering services. Use of the meeting rooms, services, catering and equipment is subject to availability. Academic uses have priority until the space is reserved by the Chapter. Facilities, services, and equipment will be reserved in the name of United Academics and not in the name of bargaining unit faculty members. The Chapter will comply with all college policies regarding the use of college meeting rooms, facilities, services, and catering.

§4.4 NEW HIRE ORIENTATION. At each new hire orientation session for new full-time faculty, the Chapter's designated representatives shall be given a place at the beginning of the session for thirty (30) minutes. Attendance at this portion of the session is not mandatory and is at the discretion of the employee.

The Chapter shall be allowed to provide informational literature concerning union membership to the new hire at the orientation session.

§4.5 NOTIFICATION OF NEW HIRE. The College shall notify the Chapter in writing of every new full-time faculty hire within seven (7) days of the new employee's date of hire.

§4.6 EMPLOYEE LISTS. Every ninety (90) days or upon written request of the Chapter, the College shall provide the Chapter with the full-time faculty member's: (1) name; (2) position classification; (3) unit; (4) home and work site addresses where the full-time faculty member receives interoffice or United States mail; (5) home and work site telephone numbers; (6) work e-mail address; and (7) position identification number.

§4.6.1 The College, as appropriate, shall provide the Chapter with the requested information in a searchable and analyzable electronic format.

§4.7 TIME FOR CHAPTER BUSINESS. The College shall grant to the Chapter work hours, not to exceed the equivalent of one-hundred fifty (150) clock hours of non-instructional time per academic year, including summer sessions, in the aggregate, for the purpose of attending to Chapter matters.

The Chapter shall reimburse the College at the overload rate for each clock hour of work hours granted pursuant to this Section.

§4.8 TIME FOR BARGAINING TEAM MEMBERS. In any year in which there are negotiations of this agreement, the College shall grant to a faculty member, or to faculty members, designated by the Chapter work hours, not to exceed one-hundred fifty (150) clock hours non-instructional time per academic year in the aggregate, for the purpose of attending to Chapter matters related to collective bargaining.

§4.9 CHAPTER MEETINGS. Upon reasonable notice to the College, the Chapter may schedule meetings in the buildings of the College, provided no meetings involving faculty have been scheduled by the College for the same time.

§4.9.1 After a Union meeting has been scheduled, new meetings involving faculty members will not be scheduled or held at the same time except in emergency situations. The Chapter will be notified as soon as practicable if an emergency meeting is scheduled.

§4.10 STEWARDS' COUNCIL MEETINGS. Recognizing the need for a common time of availability for Chapter Stewards to meet, Stewards may use block time once a month for their group meetings.

Academic responsibilities will take priority over Stewards' meetings during block time.

The Chapter shall provide a listing of Stewards to Labor Relations as soon as practicable.

The time used for Stewards' Council meetings will not be deducted from the clock hours allotted in §4.6 and §4.7 of this Article.

§4.11 EXECUTIVE BOARD MEETINGS. Recognizing the need for a common time of availability for the Executive Board to meet, they may use block time for their group meetings.

Academic responsibilities will take priority over the Executive Board's meetings during block time.

The Chapter shall provide a listing of Executive Board members to Labor Relations as soon as practicable.

The time used for Executive Board meetings will not be deducted from the clock hours allotted in §4.6 and §4.7 of this Article.

§4.12 CHAPTER RECORD KEEPING. The College will provide each member of the Chapter's Executive Board with a locking file cabinet to be used for Chapter business. The cabinet will be located in the member's College office with only the member having access to the cabinet.

§4.13 LABOR/MANAGEMENT COMMITTEE. To provide a means for continuing communication between the parties and to promote equitable and collaborative employee-employer relations, the College and the Union shall each appoint up to three (3) members to a Labor/Management Committee (LMC). Appointments shall be for one (1) academic year, but members may be reappointed for subsequent one-year (1) terms by their respective party. The LMC will be co-chaired by the Chapter President/designee and one of the members appointed by the College.

The parties also agree that additional resource members may be invited by mutual agreement or selected to serve on sub-committees established to address specific matters.



§4.13.1 The Labor/Management Committee is not a substitute for the grievance procedure. And neither party will submit or otherwise seek modification of any negotiated term or condition of this Agreement through the Labor/Management Committee and no bargaining will take place.

§4.13.2 Meeting Schedule. The LMC shall meet at least six (6) times per academic year (August-May) to address concerns and issues. Meeting dates/times shall be jointly established by the parties; however, meetings shall be scheduled during the standard workday (8:30am-4:30pm).

§4.13.2.1 The parties shall exchange proposed agenda items at least one week in advance of each meeting unless both parties mutually agree to an exception.

§4.13.2.1.1 Updates from the co-chair(s) on outstanding items shall be a standing agenda item.

§4.13.2.1.2 The parties agree that all agenda items will be considered and discussed in a respectful, thoughtful and productive manner in a good faith effort to address/resolve the concern/issue.

§4.13.2.2 Additional meetings may be held upon mutual agreement of the parties.

§4.13.3 Annual Report. In May, the parties shall forward a report to the Provost outlining the matters discussed during the academic year, action taken because of those discussions, and the status of each issue. The parties shall also include the status of the work of any sub-committee(s) in the annual report.

## **ARTICLE 5 FULL-TIME FACULTY RIGHTS**

§5.1 WORKLOAD. The primary focus of full-time faculty is on effective teaching and the many closely related activities essential to the discharge of this obligation. These activities include academic assessment, cooperation with the College's requirement to comply with state, federal and local laws and regulations and curriculum development. Other critical faculty responsibilities may include but are not limited to implementation of new pedagogical delivery techniques, service on department, campus, or College committees; participation in student, course, and program outreach activities in the College and community; the development and implementation of strategies for student success; general student advising; and professional development.

§5.1.1 Contract Year. Full-time faculty annual and continuous contracts shall be for the period of August 1 through May 31 for 10-month faculty and July 1 through June 30 for 12-month faculty.

§5.1.1.1 Department and College-wide Activities/Events. Full-time faculty members are required to participate in department meetings, attend Commencement, Convocations, time sensitive meetings called by administration, student open houses and orientations as equitably assigned within departments and attend administrative days as designated by the College.

§5.1.1.2 Administrative Days. A maximum of 8 administrative days will be assigned by the Provost between August 1 and May 31. Full-time faculty are required to attend these activities unless they are on an approved leave or claiming time off under the terms of this Agreement. When possible and appropriate, a virtual option will be offered.

§5.1.1.2.1 When possible, these 8 days will be evenly split between the fall and spring semesters.

§5.1.1.2.2 To the greatest extent possible administrative days shall be scheduled and noticed to faculty before the beginning of each semester.

§5.1.2 Workweek. It is recognized that full-time faculty are professionals, and therefore their primary duties may not always be accomplished entirely within the scheduled workweek. However, full-time faculty are expected to maintain the flexibility to work a standard 35-hour week.

During the academic terms (excluding the "3-week Jan Session") at least 20-hours of the work week will be in-person on campus or in an appropriate off-site setting (e.g., online courses, clinical setting, etc.), as assigned by the College. Campus attendance may be required outside the academic terms to meet the needs of the College as included in this Article.

§5.1.2.1 Though faculty are salaried exempt professionals, their workload should fall reasonably within their standard workweek.

§5.1.2.2 Full-time faculty will be compensated for all work in salary, supplemental pay or release time (as noted in Article XX Compensation).

§5.1.3 Instructional Assignments. Because the College must design courses scheduled to accommodate students' varying needs, the Provost/designee will hold final approval over faculty teaching assignments. However, teaching assignments shall be fair and impartial.

§5.1.3.1 In the event a faculty members objects to their assignment, upon request, their supervisor will meet with them to hear the faculty member's objections. The supervisor will then make a decision to maintain or change the assignment, at which time the faculty member will be notified in writing, and upon request, of the basis for the decision.

§5.1.3.2 If the faculty member objects to the decision made by the supervisor, upon request, the Provost/designee will meet with them. The Provost/designee will then make a decision to maintain or change the assignment, at which time the faculty member will be notified in writing, and upon request, of the basis for the decision. This process will not waive the faculty member's rights under any other provision of this Agreement.

#### §5.1.4 Instructional Load

§5.1.4.1 Full-time 10-month faculty shall teach a normal course load of fifteen (15) credits per semester.

§5.1.4.1.1 Overload. If agreed to, a full-time faculty member may be approved by the Provost/designee for an overload beyond their maximum assigned credits. Overload should not exceed six (6) credits per semester.

§5.1.4.1.1.1 Overload assignments. Qualified bargaining unit members will be offered overload courses before they are offered to non-bargaining unit

members. Overload classes will be paid at the contractual overload rate established in Article 11 Compensation.

§5.1.4.1.2 Spring (January) Academic Sessions. If agreed to, a full-time 10-month faculty member may be approved to teach courses during Spring (January) Academic Session. However, the assignment should not exceed one (1) course (or up to 6 credit hours, whichever is greater) If a 10-month full-time faculty member teaches during the Spring (January) Academic Session, their Spring semester teaching load may be adjusted accordingly.

§5.1.4.1.3 Summer Session. If agreed to, a full-time 10-month faculty member may be approved to teach courses during Summer Sessions. However, the assignment should not exceed two (2) courses (or 12 credits, whichever is greater).

#### §5.1.5.2 Overload Credit Banking

§5.1.5.2.1 Prior to the implementation of this section (§5.1.5.2) the parties will ensure that both of the following requirements have been met:

- A. The College shall maintain an electronic system for accurate tracking of banked time.
- B. The provisions of this section (§5.1.5.2) conform with applicable IRS regulations such that time associated with banked credits will not be considered “deferred compensation”.

§5.1.5.2.2 Overload credit banking is a means by which full-time faculty members may earn load credit for teaching assignments that are beyond their contracted 15 credits/semester as defined in §5.1.3.1 above.

§5.1.5.2.3 Members who are approved for overload credit assignments, may elect to bank up to 6 overload credits per semester.

§5.1.5.2.4 Members who choose to bank overload credits must make their intention to bank the credits known in writing at the time the overload is approved, unless an exception is approved by administration.

§5.1.5.2.5 A member cannot accumulate more than 18 banked credits.

§5.1.5.2.6 A member cannot be approved to use more than 6 banked credits per semester.

§5.1.5.2.7 With the approval of the Provost/designee, banked credits can be used during a faculty member’s regular contract year. Banked credits will be used for the full length of the semester.

§5.1.5.2.7.1 The deadline by which to receive best consideration for the usage of banked credits shall be the opening of registration for the semester in which they are to be used. The College may also limit the number of approved requests to use banked credits due to College or program operational constraints. If the number of requests exceeds the number to be approved, requests shall be granted as follows:

- A. In reverse order of faculty members' most recent usage of banked credits, then
- B. By seniority by date of hire as full-time faculty.
- C. If a faculty member waives their priority in deference to another member's request, the waiving member shall not relinquish their priority in consideration for later requests.

§5.1.5.2.7.2 If a faculty member is denied the application of banked credits in a semester due to operational constraints, they may choose to maintain those banked credits or have them paid out at the current overload rate.

§5.1.5.2.8 Overload assignments will not be allowed in a semester when the member is applying banked credits to their load requirement, unless approved by administration.

§5.1.5.2.9 Banked credits must be used within three (3) years after they are earned.

§5.1.5.2.10 Any unused banked credits will be paid out at the current overload rate at the time of retirement or separation from employment, or if any portion of accumulated credits remain after three (3) years.

§5.1.5.2.11 When a member uses banked credits to reduce their required load, remaining job responsibilities (as noted in §5.1 above) will be proportional to the remaining credit load for that semester.

§5.1.5.3 Full-time 12-month faculty may teach a maximum of forty-five (45) credits per year.

§5.1.6 Learning Management System (LMS)/Navigate. The learning management system shall be used for classes in all formats to ensure a consistent student learning experience.

§5.1.6.1 All (10-month and 12-month) full-time faculty shall use the appropriate software to submit syllabi, textbook orders, attendance reports, and other instructional materials, as required and within established timeframes and parameters.

§5.1.6.2 All full-time faculty shall facilitate communication of course requirements and student progress through the institutionally approved LMS and the student alert system.

§5.1.6.3 All full-time faculty shall submit course grades by the posted deadlines.

§5.1.7 Student Meeting Hours/Availability. All full-time faculty shall post and maintain five (5) student meeting hours over 4 days per week to facilitate student advising and faculty consultation. All student hours must be posted on the syllabus and must be offered in an appropriate mix of formats and times to accommodate students' varying needs.

§5.1.7.1 All full-time faculty should be available to their students through email and/or by appointment on contracted workdays and should respond to student email inquiries within 1 to 2 business days.

§5.1.8 Service and Scholarship to College. All full-time faculty shall provide service and scholarship to the College at a level commensurate with their academic rank, described in Section §5.3.

§5.1.9 Establishing Reassigned or Release Time for Lead Faculty. Factors determining reassigned/release time for lead faculty may include the number of adjunct faculty teaching in the program, student enrollment, students in plan, number of sections and different number of courses.

Lead faculty reassigned/release time will be reviewed annually by the Associate Provost/designee and one representative from UAMD-FCC.

§5.2 PROBATIONARY FULL-TIME FACULTY. Full-time faculty serve on a probationary contract for the first three years. An additional year of probation may be required. Probationary full-time faculty can be discharged with or without cause.

§5.3 PROMOTION. Based on the recommendations of the committee established by the revised Memorandum of Understanding, dated May 6, 2025, the parties agree to reopen negotiations for the purposes of negotiating mandatory subjects of bargaining related to full-time faculty rank and promotions. Thereafter, the Promotions Committee established by that MOU will be reconvened on a 3-year rotation, staggered with those committees also established by MOU herein, on the same terms.

#### §5.4 REDUCTION IN FORCE.

§5.4.1 If the College determines, a reduction in force is necessary and, further, that implementing this reduction will impact full-time faculty the College shall attempt to achieve the desired result through attrition.

§5.4.2 Notice. The College shall provide notice to the Chapter of the need for a reduction in force of full-time faculty no later than February 1 of the prior fiscal year.

§5.4.2.1 The Chapter shall be provided with access and the opportunity to inspect, request, and/or copy any additional information relevant to the anticipated reduction in force after the electronic or hard-copy delivery of a written notice from the College.

§5.4.3 Voluntary Action. A full-time faculty member may volunteer to retire or otherwise sever employment to prevent or reduce the need for a reduction in force.

§5.4.3.1 Incentives for those who are involuntarily reduced or who accept voluntary action as set forth in this Article may include part-time teaching arrangements and/or other terms as negotiated between the College and the Chapter.

§5.4.4 Placement of Full-Time Faculty. Before releasing full-time faculty, the College shall place them in open positions they are qualified for.

§5.4.4.1 No full-time faculty member will be dismissed without the College making documented good-faith efforts to relocate the full-time faculty member within the College. Such documentation shall be provided to the Chapter.

§5.4.4.2 Qualifications for positions shall be no more than what would normally be required of new hires.

§5.4.5 Order of Reductions. If, after attrition, placement, and voluntary action as set forth in the Sections above have been exhausted, and further reductions are necessary, they shall proceed in the following order:

§5.4.5.1 If no positions are available for transfer placement, all part-time faculty not funded by outside sources shall be released before any full-time faculty of any category, unless no full-time faculty member has the qualifications necessary to teach the part-time faculty member's course(s).

§5.4.5.2 Bargaining-unit members in the department(s) affected will be released in the following order:

1. Probationary
2. Non-Probationary without continuous contract
3. Non-Probationary with continuous contract

§5.4.5.3 Full-time faculty members, shall be released in the inverse order of their seniority. Seniority shall be defined as the years, months, and days since being hired into a full-time faculty position.

§5.4.6 Notice of Release. The College will provide notice of release to affected members of the bargaining unit no later than March 31 of the prior fiscal year.

§5.4.7 Recall. Bargaining-unit members, who were subject to a reduction in force or members who were placed in non-faculty positions at the College under the terms set forth in this Article, shall be placed on a priority recall list in accordance with their seniority. Such bargaining-unit faculty members shall be offered reinstatement to the same or a comparable position if such a position is reauthorized. All bargaining-unit members subject to a reduction in force members who were placed in non-faculty positions at the College shall remain on the priority recall list for a maximum of three (3) years following their release or their placement in a non-faculty position at the College.

§5.4.7.1 Members shall be recalled as vacancies become available in accordance with their position on the list and their qualification for said vacancies. When vacancies become available, the College shall notify bargaining-unit members of the vacancy by phone, personal email, and certified postal mail.

§5.4.7.2 Full-time faculty who have been offered reinstatement shall indicate in writing within twenty business days (20) days of notification their acceptance or rejection of the position.

§5.4.7.2.1 If a reduced full-time faculty member accepts reinstatement, they shall be able to complete the term of their current employment, if applicable, up to one (1) semester, before beginning the recalled position at the College.

§5.4.7.2.2 The bargaining-unit member may decline the offer of reassignment to another position within FCC and retain their position on the priority recall list. All

bargaining-unit members shall remain on the priority recall list for a maximum of three (3) years.

5.4.7.3 The College's offer to reinstate, if accepted, shall be at the same contract level, appointment type, academic rank, and salary, adjusted to incorporate any general, non-performance-based salary increases that were granted since the time the bargaining-unit faculty member was released.

§5.4.7.4 A full-time faculty member who accepts reappointment shall have their reduction period counted towards their eligibility for a years of service award.

**§5.5 JUST CAUSE AND DUE PROCESS.** The College strives to create a safe work environment with clear expectations that uphold accountability for individual conduct and address behaviors that disrupt that environment. The employee will be given the opportunity to correct misconduct or inappropriate behavior by working with their direct supervisor through informal resolution, unless the conduct is so severe that immediate action is required.

The College will abide by the following standards of just cause:

1. Fair notice
2. Reasonable rule
3. Investigation
4. Fairness
5. Proof
6. Consistency
7. Appropriate discipline

If determined necessary, disciplinary action will be taken in a timely manner and in accordance with due process rights, established in this Agreement and under local, state, and federal law. Unless the conduct is so severe that immediate action is required, disciplinary action will be progressive, depending on the severity of the misconduct and may take the form of a verbal warning, written reprimand, disciplinary suspension without pay, or discharge from employment.

The College may investigate misconduct and take disciplinary action if it arises from the violation of local, state, or federal law, though the accused faculty member will still be entitled to due process under this Agreement.

**§5.5.1 Notice.** When meeting with a full-time faculty member for the purpose of investigation or discipline the full-time faculty member shall be advised of their right to representation and the specific reason for the meeting prior to the meeting and they will be given reasonable time to arrange for representation. At all stages and levels of the disciplinary process, the faculty member shall have the right to have both UAMD representation and legal counsel present at their own expense. A party who plans to bring legal counsel to a meeting shall notify the other party. The right to representation is exclusive to UAMD representatives and/or legal counsel.

The right to UAMD representation extends to full-time faculty members that are witnesses in the investigation.

**§5.5.1.1** Investigations, pre-disciplinary and disciplinary conversations and meetings will be conducted in private to preserve and respect the confidentiality and dignity of full-time faculty members except in an emergency when immediate action is required.

§5.5.1.2 The full-time faculty member will be advised with written or electronic notification that disciplinary action is being considered. Notification should include the date and time of the meeting, the right to be represented by UAMD-FCC at the meeting, and the general nature of the allegation that will be discussed at the meeting.

§5.5.1.3 Copies of evidence will be provided upon request by the Chapter and/or full-time faculty member. Evidence will be released in compliance with privacy laws. The request to preview or for copies of the evidence will not result in a delay of a disciplinary or due process meeting if the evidence is reasonably able to be reviewed at the meeting, the full-time faculty member will be given the opportunity to respond to the evidence and offer their own to be considered in good faith. Once presented with the evidence, the faculty member will have reasonable opportunity to consult privately with their representative(s), even if doing so requires the meeting be postponed and rescheduled for a later date.

§5.5.1.3.1 Anonymous evidence that is not corroborated by an identified source will not be used as the basis for discipline.

§5.5.1.4 The College is not obligated to unreasonably postpone the meeting with the employee nor to suggest or secure alternate representation if the individual Chapter representative requested is unavailable.

§5.5.2 Progressive Discipline. Disciplinary action for just cause may include verbal warning, written reprimand, suspension without pay, and discharge. Progressive discipline refers to the process of using escalating measures when appropriate when an employee fails to correct a problem after being given a reasonable opportunity to do so. While severe misconduct may require higher level disciplinary actions to be taken outside the order above, a faculty member's right to due process shall not be infringed in any case.

§5.5.2.1 Verbal Warning. A verbal warning may be issued following a meeting between the dean/supervisor and the full-time faculty member and its issuance noted for future reference by the dean/supervisor. Verbal warnings shall be documented, citing the date, time and subject. The full-time faculty member will be asked to sign the document, indicating that the verbal warning has been received. If the full-time faculty member declines to sign the document, the supervisor will make a notation of such on the document along with date and time. The full-time faculty member may write a rebuttal which will be attached to the document. A copy of the document(s) will be provided to the full-time faculty member, and a copy will be retained in the supervisor's file and may be referred to if discipline progresses.

§5.5.2.2 Written Reprimand. A written reprimand specifying the misconduct, the expected behavior changes, and the consequences for continued noncompliance will be issued to the full-time faculty member. The full-time faculty member will be asked to sign the document, indicating that the written reprimand has been received. The full-time faculty member may also write a rebuttal which will be attached to the document. A copy of the document(s) will be provided to the full-time faculty member and filed in the full-time faculty member's personnel file in the Office of Human Resources.

§5.5.2.3 Suspension. Disciplinary suspension without pay. Upon approval of the Provost/designee, a letter notifying the full-time faculty member of the suspension will be issued by the Office of Human Resources. The full-time faculty member may also write a



rebuttal which will be attached to the document. A copy of the document(s) will be provided to the full-time faculty member and filed in the full-time faculty member's personnel file in the Office of Human Resources.

Prior to the Provost/designee's final determination on unpaid suspension, the faculty member may request a peer review in accordance with Section §5.5.3.

Upon agreement of the parties, an unpaid suspension may be served on non-consecutive days.

If the Provost/designee does not approve the suspension, lower-level (e.g., letter of reprimand or fewer days) disciplinary action may be taken.

§5.5.2.4 Discharge. A full-time faculty member may be discharged upon the recommendation of the investigating administrator /supervisor. The discharge recommendation will be made to the Provost/designee, accompanied by supporting documentation, with copies provided to the full-time faculty member. Prior to rendering a final decision by the Provost/designee, a "Loudermill" hearing will be made available to the faculty member.

Prior to the Provost/designee's final determination on discharge, the faculty member may request a peer review in accordance with Section §5.5.3.

If the Provost/designee does not approve the discharge, alternative lower-level (e.g., letter of reprimand or fewer days) disciplinary action may be taken.

§5.5.3 Peer Review Panel. If suspension without pay or discharge has been recommended, the faculty member may request a peer review of the matter prior to the Provost/designee's final determination.

§5.5.3.1 The Peer Review Panel shall be appointed by the College, with two (2) faculty members selected from a list provided by UAMD-FCC and one (1) faculty member selected by the President/designee. Membership of the Panel shall remain confidential.

§5.5.3.2 Peer review proceedings shall not be open to the public and will be confidential. The conduct of the proceedings shall be informal and shall not be recorded.

§5.5.3.3 The peer review panel shall conduct a "paper review" and have access to all documents associated with the investigation and prior proceedings leading up to the recommendation for suspension without pay or discharge. The name of the faculty member and witnesses and any other appropriate identifying information shall be redacted.

§5.5.3.3.1 The panel shall make its recommendation based on evidence gathered in the investigation and prior proceedings. If the Panel cannot reach consensus on a recommendation, its decision shall be by majority vote. Unless mutually agreed to by the parties, the panel's recommendation shall be presented, in writing, to the Provost/designee, the faculty member, and the Chapter no later than ten (10) business days after the close of the proceedings.

§5.5.4 Grievance. The Grievance Procedure contained in Article 6 is the exclusive remedy for contesting discipline and discharge for full-time faculty members under this Agreement. However, this does not mean the employee is waiving their right to explore potential legal remedies available to them under local, state and federal laws.

§5.5.5 Life of Discipline Records. Disciplinary records beyond verbal warning (in accordance with §5.5.2.1 of this Agreement) will be maintained in the full-time faculty member's personnel file.

§5.6 PERFORMANCE EVALUATION. Based on the recommendations of the committee established by the October 25, 2024, Memorandum of Understanding, the parties agree to reopen negotiations for the purposes of negotiating mandatory subjects of bargaining related to full-time faculty performance evaluations. Thereafter, the Performance Evaluation Committee established by that MOU will be reconvened on a 3-year rotation, staggered with those committees also established by MOU herein, on the same terms.

§5.7 PERSONNEL FILES. Official personnel files are maintained in the Office of Human Resources. A full-time faculty member has a right to review their personnel file in the Office of Human Resources. A written request should be submitted to HR by any employee who wishes to review their file. Full-time faculty members may print items from their file.

§5.7.1 If a full-time faculty member believes that there is factual error or unsubstantiated information in their personnel file, they may file a complaint with the Office of Human Resources.

§5.7.2 Full-time faculty members' personnel files may only be accessed by individuals other than the faculty with the consent of Human Resources. Information included in personnel files may only be used for disciplinary purposes with just cause, as enumerated in § 5.5 Just Cause and Due Process.

§5.8 ACADEMIC FREEDOM. The parties support the concept of academic freedom. Academic freedom establishes the right and implies the obligation of a faculty member to examine data and to question assumptions. Academic freedom concerns methods and product of inquiry and the professional rather than the personal views of the faculty. Faculty members will not be censored, exploited, discriminated against, or harassed in the exercise of their academic freedom.

Faculty are entitled to freedom in the classroom when discussing their subject and should ensure that the inclusion of controversial matters in their teaching is related to the subject matter and presented in a scholarly and unbiased way.

College faculty are members of a learned profession and of our community. When they speak or write as community members, on matters of genuine public concern, they will be free from institutional censorship or discipline, but their special position in the community imposes special responsibilities. As scholars, they should remember that the public may judge their profession and their institution by their speech. Hence, in their public speech and writing, they must endeavor to be accurate, exercise appropriate conduct, acknowledge the opinions of others, and indicate that they are not speaking for the institution.

Subject to the approval of the Frederick Community College Institutional Research Board (IRB) and to the adequate performance of their other academic duties, faculty are entitled to full freedom in research and the publication of the results.

At all times, faculty are required to adhere to college policies (in so far as they do not conflict with this Agreement or its scope), other sections of this Agreement, and relevant laws. However, faculty maintain the right to question and to seek change through all available channels.

#### §5.9 HEALTH AND SAFETY

§5.9.1 Absences by a full-time faculty member due to inclement weather. If the College is not closed and a full-time faculty member determines that it is unsafe to travel to class because of inclement weather, they may choose to cancel or reschedule the class. In such cases, the full-time faculty member is responsible for communicating directly to the students via the LMS or other designated channel. Text and/or email may be used as a secondary notification. Full-time faculty must notify their supervisor and respective Associate Vice President/Dean.

§5.10 NON-DISCRIMINATION. Frederick Community College is committed to the principles of equal opportunity and strictly prohibits discrimination against any person on the basis of age, ancestry, citizenship status, color, creed, ethnicity, gender identity and expression, genetic information, marital status, mental or physical disability, national origin, native language, race, religious affiliation, sex, sexual orientation, pregnancy (including childbirth, lactation and related medical conditions) veteran status or Chapter membership in its activities, admissions, educational programs, and employment.

§5.10.1 The College and the Chapter agree that there shall be no discrimination, by the College against any faculty member or members, or against any applicant for continuous contract, promotion, or any other personnel matter because of Chapter membership, participation in any lawful activity on behalf of the Chapter, or for exercising any rights in this Agreement.

§5.10.2 There shall be no retaliation against members who, in good faith, bring complaints regarding allegations of discrimination on the protected categories as identified above.

§5.10.3 Discrimination Complaints. Faculty who believes they have been subject to discrimination have the right to file a complaint in accordance with the policies and procedures of the College's Human Resources Department or filing a formal grievance under Article 6 of this Agreement.

§5.10.3.1 If a faculty member files a complaint with any external public agency or with a State or Federal Court, the grievance shall automatically terminate.

§5.11 INTELLECTUAL PROPERTY. The intent of this Article is to establish the procedures for determining the ownership of Intellectual Property produced at or for the College by members of the faculty bargaining unit. The College and the Chapter recognize and encourage the intellectual scholarship and academic creativity of faculty as an inherent part of the education mission of the College while adhering to the general principles of applicable copyright law.

§5.11.1 Definitions.

§5.11.1.1 The term "Intellectual Property" refers to the product of creative or scholarly efforts, whether or not protected by patent, copyright, trademark, trade secret laws,

contract, or agreement. Expressions of original ideas, objects, data, applications, and processes are considered to be intellectual property. Expressions could include written material, spoken descriptions, models, sketches, musical scores (including any accompanying words), sculptures, software code and programs (and related manuals and/or documentation), websites or web pages, audiovisual works, architectural works, dramatic works (including any accompanying music), pantomimes and choreographic works, and paintings. Such property includes, but is not limited to, inventions, goods, materials, course material, lab manuals, instruments, equipment, biological organisms, chemical compositions, mask works, computer software, graphics, literary and musical works, and trademarks. The intellectual property may be in tangible or intangible form. Intellectual property in tangible form may be physically distributed. Intellectual property may be protected by one or more of the following: patent, copyright, trade secret, trademark, contract, or agreement

§5.11.1.2 Instructional works. Intellectual Property as defined in relation to instructional works but is not limited to syllabi, handouts, lecture notes, slides, videos, audio recordings, assignments and exercises, quizzes and exams, workbooks, study guides, projects, laboratory manuals, multimedia, programs, complete online courses (including those created with a learning management system), and all other materials related to in-person or online courses or web-related materials, along with any and all other course and instructional materials created by faculty. Instructional works are generally considered works made for hire intended for the College's legitimate instructional/educational purposes, created within faculty's scope of employment.

§5.11.1.3 Scholarly and creative works. Includes but is not limited to literary works, books, articles, fictional or non-fictional narratives, reviews, dramatic and musical compositions, poetry, analysis (e.g., scientific, logical, opinion, or criticism), works of art and design, including pictorial, graphic and sculptural works, photographs, films, video and audio recordings, computer based programs and media (e.g., software or computed code of their representation in forms such as CD-ROM, video disk, compressed video, digital, web-based material and the like), original "mask works" (i.e., original images derived from semi-conductor chip products), architectural and engineering drawings, choreography, and any and all other original faculty work that is not considered work made for hire.

§5.11.1.4 Name, image, likeness, and identity. Faculty may opt out of having their photo, recording, or name used, published, or disseminated by the College by executing a written optout delivered to appropriate parties.

§5.11.1.5 Creator. A Creator is any bargaining-unit member, or a group of bargaining-unit members working collaboratively, who creates an item of Intellectual Property.

§5.11.1.6 Substantial support. Use of College resources, support, and facilities important to the creation of Intellectual Property is considered "substantial" when use of College services exceed the level of support that is commonly and customarily accessed by faculty. Examples of such support items include but are not limited to the following:

§5.11.1.6.1 Alternate assignment, and/or special assignment for a specific project or task (excepting Sabbatical Leave).

§5.11.1.6.2 Use of College funds designated for a specific project or task.

§5.11.1.6.3 Use of College-owned, administered, leased equipment, facilities, materials or technological information.

§5.11.1.6.4 Support provided by other public or private organizations, when it is arranged, administered, or controlled by the College.

§5.11.1.6.5 Assistance of one or more College employees or students, or others who are assigned to a project or task.

§5.11.1.6.6 Cash investments or cash purchases.

§5.11.1.7 Insubstantial or incidental support. Examples of insubstantial use of College resources, support, and facilities include the following:

§5.11.1.7.1 Mere incidental use of College resources, support, and facilities and uses of those in ways that are generally available to the public.

§5.11.1.7.2 Normal academic use of facilities commonly available to bargaining-unit members, staff, or the public, such as libraries, offices, office equipment, or Internet services.

§5.11.1.7.3 Use of approved leave, except in cases where the provisions set forth in §5.11.1.8 are applicable.

§5.11.1.8 Work made for hire. A work made for hire is: 1) a work prepared by an employee within the scope of his or her employment or 2) a work that is specially ordered or commissioned for use by FCC, including contributions to collective works, if the parties agree in writing that the work will be considered a work-made-for-hire. Work created pursuant to a research agreement between FCC and an outside party, either a private sector company or a governmental agency, is considered to be within the scope of employment.

§5.11.2 Ownership and Rights to Intellectual Property. Except as specifically provided by agreement between the parties, the College owns intellectual property: 1) created as work made for hire, 2) with substantial College Support, or 3) institutional works produced as a collaborative effort under the supervision and/or direction of the College, or 4) instructional works.

§5.11.2.1 As an incentive to encourage scholarly, creative, and pedagogical growth, the College shall not claim any ownership or share of the proceeds in Intellectual Property created by faculty members outside the scope of their employment and with only incidental use or without substantial use of College resources, support, or facilities, as defined in §5.11.1.7 of this Article, respectively. All such Intellectual Property is owned by its Creator.

§5.11.2.2 Bargaining-unit members own the rights to control their scholarly, creative, pedagogical, and other original works as set forth §5.11.1.3 of this Article, except in cases where they have executed a written agreement with the College setting forth terms to the contrary as described in §5.11.1.8 or §5.11.2.2.1 of this Article.

§5.11.2.2.1 The College and the Creator may enter into an agreement that identifies ownership rights of the Creator as set forth in §5.11.2 of this Article while allowing the College certain rights to use faculty Intellectual Property. Such an agreement must be for specific materials and voluntarily entered into by the Creator.

§5.11.2.3 The College shall not claim ownership, interest, or share of the proceeds in Intellectual Property created by a bargaining-unit member on Sabbatical Leave except in cases where the provisions set forth in §5.11.2 apply and expressly set forth in the agreement between the College and the Creator. A Creator's agreement to cede ownership of existing or future intellectual property will not serve as a condition for approval of their request for Sabbatical Leave.

§5.11.2.4 Courses and course delivery shall not be recorded by FCC without prior knowledge of the faculty member. Faculty members may refuse consent to be recorded by FCC unless doing so contradicts local, state, or federal law.

§5.11.3 Partnerships with External Agencies. All Intellectual Property developed by bargaining-unit members with support from a sponsor outside the College shall be governed by the provisions regarding ownership in the sponsorship agreement, grant, or contract. In the absence of such terms, the ownership of such Intellectual Property shall be determined by this Article.

§5.11.4 The provisions of this Article are subject to any applicable laws, regulations, or provisions that affect the rights of Intellectual Property holders, made in connection with the activities addressed herein.

§5.12 REASONABLE ACCOMMODATIONS. The Americans with Disabilities Act (ADA) is a federal civil rights law designed to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of society. One fundamental principle of the ADA is that individuals with disabilities who want to work and are qualified to work must have an equal opportunity to work. You have a disability, as defined by the ADA, if you have a physical or mental impairment that substantially limits a major life activity such as hearing, seeing, speaking, thinking, walking, breathing, or performing manual tasks. You also must be able to do the job you want or were hired to do, with or without reasonable accommodation.

The Act further protects individuals from discrimination based on perceived disability and/or a record of disability.

§5.12.1 Accommodation Requests. Faculty have the right to request an accommodation(s) in accordance with local, state and federal laws pursuant to the policies and procedures of the College's Human Resources Department.

§5.12.1.1 The faculty member may request a review by the Vice President Talent & Culture/designee of the proposed reasonable accommodation. The Vice President Talent & Culture/designee's decision is final.

§5.12.2 Disability Discrimination Complaints. Faculty who believes they have been subject to disability discrimination have the right to file a complaint in accordance with the policies and procedures of the College's Human Resources Department or file a formal grievance under Article 6 of this Agreement.

§5.12.2.1 If a faculty member files a complaint with any external public agency or with a State or Federal Court, the grievance shall automatically terminate.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

§6.1 PURPOSE. The College and the Chapter recognize the importance of establishing a prompt, efficient, orderly, and fair procedure for resolving disputes and complaints. The parties agree to use their best efforts to resolve complaints informally before they become formal grievances. Nothing in this procedure shall be construed as limiting the right of an individual member of the bargaining unit to communicate with any other member of the bargaining unit or any member of the administration for the purposes of informal resolution of a complaint.

### §6.2 DEFINITIONS.

§6.2.1 Grievance. "Grievance" means a dispute concerning the application or interpretation of the terms of this Agreement.

§6.2.2 Grievant. A grievant is the Chapter, a full-time faculty member or a group of full-time faculty members who has/have been affected by the grievance.

§6.2.2.1. The term "grievant" shall also mean the Chapter when alleging a grievance on behalf of itself, or on behalf of a bargaining-unit member or a group of members.

§6.3 INDIVIDUAL RIGHT. Any individual full-time faculty member or group of full-time faculty members may at any time present grievances to the College and have these grievances resolved without intervention of the Chapter, provided that the resolution is consistent with the terms of this Agreement. The College shall inform the Chapter, in writing, of such resolutions.

§6.4 CONSTRUCTION. Nothing contained in this article shall prevent the informal resolution of any grievance, and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the full-time faculty member and the administrative agent of the College immediately involved. Steps One, Two, and Three of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration may be made, unless the parties hereto enter a written waiver of such step or steps and agree to proceed directly to arbitration.

§6.5 BASIC PROVISIONS. The basic provisions for all steps of all grievances shall be as follows:

§6.5.1 Time Limits. In computing any time limits specified under this article, specific time limits are provided. Time limits may be extended by mutual agreement. Neither party will require that a grievance be advanced or withdrawn without first notifying the other party and asking if the other party intends to request an extension.

§6.5.1.1 Unless extended by mutual consent, in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant or the Chapter, the grievance shall be considered as having been withdrawn. In the event of the failure to comply with the time limit on the part of College, the grievance shall automatically advance to the next step of the grievance procedure, except that nothing herein shall be construed to automatically advance a grievance to the Arbitration Step.

§6.5.1.2 During those periods when classes are not in session, proceedings will be held in abeyance unless mutually determined otherwise by the College and the Chapter.

§6.5.2 Grievant rights. A member of the bargaining unit who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from any personnel file of the participant. The participant shall have the right to examine the file and photocopy its contents.

§6.5.3 Chapter representation. Any member of the bargaining unit presenting a grievance at any step of the procedures described herein may choose to be accompanied by a representative of the Chapter.

§6.5.4 Legal counsel. At all levels of the grievance procedure and at arbitration hearings, the parties shall have the right to have legal counsel present at their own expense. A party who plans to bring legal counsel to a grievance meeting shall notify the other party as soon as practicable prior to the scheduled meeting, except that notice shall not be necessary for arbitration hearings.

§6.5.4.1 Although legal counsel (an individual employed in their capacity as an attorney by either party) may advise their party throughout the process, legal counsel may not serve as a Hearing Officer (see §6.9) or designee.

§6.5.5 The parties acknowledge that grievance records, including grievance files and the content of grievance meetings, may contain information subject to the right to privacy and as such shall be considered confidential personnel information. Grievance records shall be kept in a file separate from the grievant's personnel file and may be used in arbitration. Access to information in grievance records is limited to personnel having legitimate business reasons to access it.

§6.5.6 No reprisals shall be taken against any employee for the filing and processing of any grievances.

§6.6 INFORMAL RESOLUTION OF GRIEVANCES. Nothing contained in this article shall prevent the informal resolution of any grievance, and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the full-time faculty member and the administrative agent of the College immediately involved. Any informal resolution of a complaint shall be consistent with the provisions of this collective bargaining Agreement.

§6.6.1 Any member or group of members of the bargaining unit may present an informal complaint with the appropriate administrator. Nothing shall be construed as limiting the right of the grievant or of the Chapter to present a formal grievance within the timeline as specified in §7. When advancing a grievance to Step One, the Chapter shall document that an attempt was made to resolve the issue at the lowest appropriate administrative level.

§6.6.2 No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement. The College shall not agree to a resolution of the grievance until the Chapter has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

§6.6.3 In the event that a complaint cannot be resolved informally, Steps One and Two and Three of the grievance procedure as set forth in this Article shall be pursued to completion before any



application for arbitration may be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

**§6.7 INITIATION OF GRIEVANCE.** The grievant(s) may initiate a grievance by serving a written notice of it to Labor Relations. Such notice shall be clearly identified as a grievance and shall concisely state the facts upon which the grievance is based and when they occurred, to include the following details:

- the provision(s), article(s) and/or section(s) thereof within the Agreement that have allegedly been violated, misinterpreted, or misapplied;
- the circumstances of the grievance including names, dates, places, and times as necessary for complete understanding of the claim;
- the relief and remedy sought;
- date of submission;
- signature of the grievant(s) or the Chapter representative.

**§6.7.1 Time limit.** Such notice shall be filed no later than thirty (30) business days after the event giving rise to the grievance or after the grievant reasonably should have known of the event giving rise to the grievance.

**§6.7.2 Documents Request.** Upon written request of the Chapter Grievance Officer, the College shall submit any requested documents in its possession which may be necessary for investigation of the grievance. The College shall deliver such non-privileged documents as soon as is reasonably possible, but no later than fifteen (15) business days after receipt of a written request.

**§6.8 STEP ONE.** The grievant may submit a written grievance to the administrative agent of the College immediately involved with a copy to Labor Relations. The administrative agent shall schedule a meeting with the grievant to be held within ten (10) business days after receiving the written grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the Chapter and the subject(s) of the grievance and shall be scheduled at a time which is mutually convenient to the parties.

**§6.8.1** The administrative agent shall submit a written answer to the grievant within ten (10) business days after such a meeting. The written answer to the grievance shall include details of the reasons which support the decision.

**§6.8.2 Resolution at Step One.** If the grievance is satisfactorily resolved at the conclusion of Step One (1), the resolution will be signed by the parties. One (1) copy thereof will be given to the grievant(s), one (1) copy to the Chapter, one (1) copy to Labor Relations, and one (1) copy will be retained by the subject(s) of the grievance. If the grievance is resolved at Step One (1), said resolution shall be final and binding upon all parties.

**§6.8.3 Non-resolution at Step One.** If the grievance is not satisfactorily resolved at the conclusion of Step One (1), the grievant, within ten (10) business days, may appeal the decision to Step Two (2).

**§6.9 STEP TWO.** If the grievance is not resolved in Step One (1), the grievant may submit a written appeal to the Provost/designee with a copy to Labor Relations. The appeal shall be sought in writing and signed by the grievant(s). It shall set forth the objection to the Step One (1) answer. It shall be presented to the Provost/designee no later than ten (10) business days after receipt of the Step One answer.

§6.9.1 The Provost/designee shall schedule a meeting with the grievant to be held within ten (10) business days after receiving the written appeal. Such a meeting shall include the grievant(s) and/or the designated representative(s) of the Chapter and the subject(s) of the grievance and shall be scheduled at a time which is mutually convenient for the parties.

§6.9.2 Grievance Arbitration Panel. At the request of the grievant, an advisory panel may be assembled for the Step Two (2) hearing with the Provost/designee. The panel will be composed of one (1) member appointed by the Chapter and one (1) member appointed by the College.

Before serving as a panel member, the appointee must participate in a training program, which was collaboratively developed by the parties.

The panel members will serve in an advisory capacity as subject matter experts. Only the Provost/designee will have the authority to resolve the grievance at Step Two (2).

§6.9.3 Resolution at Step Two. If the grievance is satisfactorily resolved at the conclusion of Step Two (2), the resolution will be signed by the parties. One (1) copy thereof will be given to the grievant(s), one (1) copy to the Chapter, one (1) copy to Labor Relations, and one (1) copy will be retained by the subject(s) of the grievance. If the grievance is resolved at Step Two (2) said resolution shall be final and binding upon all parties.

§6.10 STEP THREE. If the grievance is not adjusted in Step Two (2), no later than ten (10) business days after the Step Two (2) answer, the grievant may submit a written appeal to Labor Relations requesting to attempt to resolve the grievance through an Alternative Dispute Resolution (ADR) Process. Mediation of a grievance shall take place in a timely manner; however, the Chapter must approve any mediation request made by a member of the bargaining unit.

§6.10.1 If the parties are unable to agree upon a mediator, they will engage the Federal Mediation and Conciliation Service or similar professional mediation organization.

§6.10.2 Expense. If external mediation services are engaged, the Chapter and the College shall each bear its own expenses in these mediation proceedings, except that they shall share equally the fee and other expenses of the mediator and any associated administrative costs in connection with the grievance submitted to mediation.

§6.11 STEP FOUR - ARBITRATION. The Chapter, at its sole discretion, shall decide whether or not a particular grievance shall be submitted to arbitration. The Chapter shall indicate its intention to appeal to arbitration by submitting such intention in writing to Labor Relations. Click here to enter text.

§6.11.1 Timeline for appeal to arbitration. Any grievance filed concerning the application or interpretation of the terms of this Agreement that has been properly processed through the grievance procedure as set forth above and has not been resolved, may be advanced to arbitration by the Chapter by serving written notice on the College within fifteen (15) business days after the conclusion of Step Three (3) of said grievance procedure. If the Chapter fails to serve such notice of its intention to arbitrate within this time limitation, the grievance shall be considered resolved. No individual full-time faculty member shall have the right to invoke this arbitration procedure.

If timely demand is made, the College and the Chapter will promptly join in submitting the dispute to arbitration according to the following procedures, and according to the Rules of the American Arbitration Association, to the extent that they are applicable, given the following procedures.

§6.11.2 Selection of arbitrator. If the Chapter and the College are unable to agree upon the selection of an arbitrator within five (5) business days after the Chapter's notice of appeal to arbitration, they shall jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within five (5) business days after the receipt of the said list, the Chapter and the College shall jointly petition the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish a second list of not less than five (5) additional arbitrators, one of whom shall be designated by them within five (5) business days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Chapter and the College representatives alternately striking any name from the list until only one (1) name remains. The final name remaining shall be the arbitrator of the grievance.

§6.11.3. The jurisdiction and authority of the arbitrator of the grievance and their opinion and recommendation shall be confined to the express provision or provisions of this Agreement at issue between the Chapter and the College. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement, or to make any recommendation which will in any way deprive the College of any of the power delegated to it by law. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the College and the Chapter. The decision in writing of the arbitrator within their jurisdiction and authority as specified in this agreement shall be final and binding on the grievant and the College. In rendering a decision, the arbitrator shall be bound by the provisions of this Agreement. a decision, the arbitrator shall be bound by the provisions of this Agreement.

§6.11.4. The arbitrator shall have authority to remedy the issues submitted in a manner consistent with the terms of this Agreement, provided that where a grievance is based upon an alleged violation of procedures contained in this Agreement, the arbitrator's authority shall be limited to requiring compliance with the procedures mandated by this Agreement.

§6.11.5 The arbitrator shall have no authority to resolve any issue not submitted to them.

§6.11.6 The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

§6.11.7. Expenses. The Chapter and the College shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator and any associated administrative costs in connection with the grievance submitted to arbitration.

§6.12 CLASS-ACTION GRIEVANCE. If the Chapter claims a class-action grievance, defined as a dispute concerning the application or interpretation of the terms of this Agreement that directly affects three (3) or more full-time faculty members, the grievance may then be submitted directly to the Provost/designee within thirty (30) business days after the event giving rise to the grievance or after the full-time faculty members reasonably should have known of the event giving rise to the grievance. The processing of such a grievance shall begin at Step Two (2).

§6.13 CHAPTER GRIEVANCES. The Chapter shall have the right to file grievances on its own behalf with respect to issues that are specific to the Chapter's rights arising under Article 4X governing Chapter Rights.

With regard to any other section of this Agreement, the Chapter shall have the right to file grievances on its own behalf under the procedures set forth in Step Two (2) of this Article. Following Step Two (2) hearing, the Provost's/designee's decision is final and shall not be subject to mediation or binding arbitration.

## **ARTICLE 7 HOLIDAYS AND SCHEDULED COLLEGE BREAKS**

§7.1 HOLIDAYS AND SCHEDULED COLLEGE BREAKS. The College provides paid time off to full-time faculty on the following holidays and scheduled breaks as listed on the College's official calendar. Full-time faculty are paid for the following holidays and scheduled breaks that fall during their normal working schedule.

§7.1.1 College Breaks: Winter Break (varies by annual calendar,) and Spring Break (3 workdays, varies by annual calendar). When possible, no mandatory meetings or activities will be scheduled during the weeks immediately preceding and following Winter Break or during the remaining 2 workdays of Spring Break.

§7.1.2 Holidays: July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day and Juneteenth.

Note: If a holiday is on a Saturday, Friday is the designated paid holiday. If a holiday is on a Sunday, Monday is the designated paid holiday.

§7.2 RELIGIOUS HOLIDAYS. The College does not officially observe religious holidays; however, the College will strive to accommodate full-time faculty who wish to use leave or alter their normal work schedule to observe their religious holidays.

## **ARTICLE 8 LEAVE PROVISIONS**

The College recognizes that family or individual circumstances, official judicial or military obligations, and/or professional growth opportunities may require absence from the workplace. The College promotes employee health, wellness, and professional growth by providing leave benefits.

### **§8.1 FULL-TIME FACULTY ABSENCES.**

§8.1.1 When possible, full-time faculty are expected to make arrangements in advance with their supervisor/designee for any absences from regularly assigned duties. All absences must be reported to the supervisor/designee.

§8.1.2 In cases of emergency, full-time faculty must notify their supervisor as soon as possible before the start of the class. Upon notification of an absence, the supervisor/designee will obtain a substitute or make provisions for notifying students involved. A class may not be canceled without the prior approval of the supervisor/designee.

§8.2 SICK & SAFE LEAVE. All full-time faculty members are eligible for sick leave, earned at a rate of one (1) day (7 hours) of sick leave for each month worked under contract. Sick leave is used one (1)

hour increments for any class period or office hours that are missed. Unlimited sick leave may be carried over from year to year.

§8.2.1 Sick and safe leave may be used for personal (physical/mental) illness, injury (including domestic violence/sexual assault), hospitalization or preventative health care, or for a non-FMLA illness, injury, or hospitalization of an immediate family member (including spouse/domestic partner, child, stepchild, grandchild, parent or parent-in-law) or member of the employee's household when the presence of the employee is necessary. Employees may use sick and safe leave under the provisions of the Family and Medical Leave Act (FMLA) and Maryland Healthy Working Families Act and consistent with other applicable laws.

§8.2.1.1 Sick and safe leave must be taken and must be reported to the Office of Human Resources through the absence management system.

§8.2.2.1.1.1 A Classroom Absence Report must be submitted at the same time.

§8.2.2.1.1.2 Sick and safe leave must be taken regardless of whether the class is covered or not.

§8.2.2 Full-time faculty using sick and safe leave shall notify their supervisor as soon as possible and must keep their supervisor informed regularly of their status and when a return to work is anticipated. A physician's statement attesting to the need for sick leave must be provided to the Office of Human Resources if absence from work continues for more than five consecutive workdays (except sick leave used for FMLA-approved leave) or in cases of suspected abuse.

§8.2.3 There is no cash payout of unused sick and safe leave upon separation from employment.

§8.2.4 For full-time faculty hired and working on or before June 30, 1985, please refer to the Leave Benefits Policy and Procedures.

§8.3 FAMILY AND MEDICAL LEAVE. Frederick Community College complies with the state of Maryland and the federal Family and Medical Leave laws. Full-time faculty must consult with the Office of Human Resources before going on Family and Medical Leave, or as soon as possible if due to an emergency or unforeseeable circumstance. For further information on eligibility and procedure, see the Leave Benefits Policy and Procedures.

§8.4 SICK LEAVE BANK. Full-time faculty are eligible to participate in the Sick Leave Bank after Continuous employment for twelve (12) months. The Sick Leave Bank is administered in accordance with the Sick Leave Bank Policy and Procedures.

§8.5 BEREAVEMENT LEAVE. Full-time faculty are eligible for bereavement leave. The College provides up to five (5) days (35 hours) of paid leave to eligible full-time faculty when a death occurs in the family or pregnancy loss.

§8.5.1 Family for the purposes of bereavement leave includes spouse/domestic partner, parents, children, siblings, grandparents, grandchildren or member of the employee's household.

§8.5.2 The employee may submit a request to use bereavement leave for other family members not included on this list to the direct supervisor, subject to Senior Leader approval.

§8.5.3 Bereavement time may be extended as necessary with the use of earned annual, sick or personal leave subject to supervisor approval.

§8.6 JURY DUTY AND COURT ATTENDANCE LEAVE. Faculty who are called to serve on a jury or are subpoenaed as a court witness to testify in a proceeding will be granted special leave with pay for the period that they are required to be in court, plus any necessary time for travel.

§8.6.1 To be compensated, full-time faculty must remit to the College all compensation received by the full-time faculty member for jury duty or court attendance (except for reimbursement for mileage and meals).

§8.6.2 The full-time faculty member must submit to their supervisor a copy of the summons to service as soon as practicable after it is received. Full-time faculty members are expected to return to work when they are released. In addition, proof of service must be submitted to the supervisor when the period of jury or court attendance is completed.

#### §8.7 UNPAID LEAVE.

§8.7.1 Faculty members will be eligible for unpaid short-term leave up to one (1) month when all paid leave options have been exhausted.

§8.7.2 A faculty member who has completed three or more consecutive years of service may be granted extended leave without pay for a period not to exceed two full (2) consecutive academic semesters.

§8.7.2.1 An approved unpaid leave of absence may be requested for the following reasons.

- Campaign for public office or to campaign for a candidate.
- Illness of the employee.
- Provide care for a sick member of their immediate family or household.
- Serve in elected or appointed political/public service office.
- Participate in a national/international teacher exchange program.
- Child or family care.
- Professional study.
- Educational travel.
- Serve in the Peace Corps, VISTA or Americorps.
- Other instances approved by the President/designee.

§8.7.2.2 In certain circumstances, an approved leave may be renewed in one (1) semester increments.

§8.7.2.3 All requests for an unpaid leave of absence or renewals of such leaves must be made in writing. The Office of Human Resources will provide a written response to all such requests. Requests shall be made as soon as possible, but normally at least thirty (30) days before the leave period starts.

§8.7.2.4 A faculty member who is granted such leave shall, during the period of such leave, be responsible for paying all monies necessary to maintain the faculty member's participation in the Frederick Community College's Group Insurance Package.

§8.7.2.5 The faculty is responsible for purchasing eligible service credit from the Maryland State Retirement Agency or making any required contributions to a Maryland Optional Retirement Plan.

§8.7.2.6 When a faculty member returns from an approved unpaid leave they must work for a minimum of (1) year before becoming eligible to request another leave under this section.

§8.7.2.7 Other unpaid leaves may be granted at the discretion of the President of the College

§8.7.2.8 Upon their return, the faculty member shall be placed at no less than the same position on the salary schedule as they were at the time the leave was granted.

## §8.8 MILITARY LEAVE.

§8.8.1 Military Reserve Training. Full-time faculty members who participate in required military service training, including inactive duty training for the organized Maryland Militia, are entitled to a leave of absence from duties, without loss of pay, time, or performance rating not to exceed fifteen (15) working days annually. Full-time faculty will be paid the difference between their College base pay, and the total military or militia pay and allowances (exclusive of those for travel and uniforms). Full-time faculty must provide the Office of Human Resources with a copy of their activation orders in advance of their service.

§8.8.2 Active-Duty Call-Up. In the event a full-time faculty member is ordered to active duty, including full-time faculty in the organized militia called to State active duty, the fulltime faculty member will be paid the difference between their college base pay and the total military pay and allowances (exclusive of those for travel and uniforms) for a maximum period of ninety (90) days per year without loss of time or performance rating. The full-time faculty members must provide the Office of Human Resources with a copy of their activation orders in advance of their service.

§8.8.2.1 All College-provided medical and dental benefits in effect immediately prior to active duty call up will remain in effect for up to ninety (90) days. Such benefits shall then cease as of the end of the month in which continued base pay ends. Applicable Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage shall then be made available to the full-time faculty member and to eligible dependents.

§8.8.3 Full reinstatement rights shall be extended to full-time faculty members returning from active military duty as stipulated under the Uniformed Services Employment and Reemployment Rights Act (USERRA). For the purposes of determining longevity, pay, or pay advancement, the status of the full-time faculty member will be considered uninterrupted by military service.

§8.9 PROFESSIONAL DEVELOPMENT/EVENT LEAVE. A faculty member may be granted leave with pay for the purpose of attending on- or off-campus professional development conferences, trainings, and meetings. The bargaining-unit member will be reimbursed, in whole or in part, for travel expenses incurred in attending such meetings.

§8.10 SABBATICAL LEAVE. Based on the recommendations of the committee established by the October 25, 2024, Memorandum of Understanding, the parties agree to reopen negotiations for the purposes of negotiating mandatory subjects of bargaining related to full-time faculty sabbatical leave. Thereafter, the Sabbatical Leave Committee established by that MOU will be reconvened on a 3-year rotation, staggered with those committees also established by MOU herein, on the same terms.

§8.11 PERSONAL BUSINESS LEAVE. With notice to their supervisor/designee, full-time faculty may use up to three (3) days (21 hours) of personal leave per fiscal year. Personal leave is used one (1) hour increments. Personal leave is allocated and available for use beginning July 1 of each year.

§8.11.1 Although a reason for the use of personal business leave is not necessary, it is not intended to be used as an excused absence from required attendance at College events as noted in Article 5.1 Workload (e.g., Convocation, Commencement, administrative days).

§8.11.2 This personal leave may be used during the fiscal year and may not be carried over from year to year.

§8.11.3 Unused personal days are not paid out upon separation from employment.

§8.12 ANNUAL LEAVE. Eligible full-time 12-month faculty will receive the same annual leave accrual as non-unit 12-month employees.

§8.12.1 If a full-time 12-month faculty member separates from employment before the end of their contract fiscal year, unearned leave time that has been used will be deducted from the employee's final pay.

§8.12.2 Annual leave may be accumulated to a maximum of thirty (30) working days (210 hours).

§8.12.2.1 When the maximum number of days has been accumulated no additional days shall be credited to the full-time 12-month faculty member until enough leave has been used to reduce the accumulation below thirty (30) days (210 hours).

§8.12.3 There is no cash payout of unused annual leave upon separation from employment.

§8.12.4 Annual leave requests must be submitted and approved by the full-time 12-month faculty member's direct supervisor in advance. Supervisor approval is based on a determination that the leave does not interfere with the ability of the requestor to meet essential work demands. The requestor is not required to provide a specific reason for taking the leave.

§8.12.4.1 Annual leave requests for five (5) or more days must be submitted and approved by the employee's direct supervisor at least two (2) weeks in advance. In extenuating circumstances, the supervisor may approve annual leave requests submitted less than two weeks in advance.

§8.12.4.2 Annual leave in excess of ten (10) consecutive workdays must be approved by the Senior Leader.

§8.13 MARYLAND TIME TO CARE ACT. The College will participate in the Maryland Time to Care program in compliance with state law and regulations.



§8.14 ILLNESS OR INJURY DURING APPROVED WORKING LEAVES. In the event of injury to, or illness of, the full-time faculty member during an approved working leave which prevents completion of the leave's purpose, the leave will be terminated and provisions for sick leave shall apply.

§8.14.1 If the illness or injury qualifies the full-time faculty member for disability retirement, such illness or injury shall exempt the member from further obligations relative to the working leave.

§8.14. 2 If death prevents the member from fulfilling their agreement to return to service in the College, no repayment of salary shall be required.

§8.15 FLOATING HOLIDAY. With notice to their supervisor/designee, full-time, faculty may use one (1) day per fiscal year as a floating holiday.

§8.15.1 Floating holidays cannot be used on days when faculty attendance is required as noted in Article 5.1 Workload (e.g., Convocation, Commencement, administrative days).

§8.15.2 This floating holiday may be used during the fiscal year and may not be carried over from year to year.

§8.15.3 Unused floating holidays are not paid out upon separation from employment.

§8.16 ORGAN AND BONE MARROW DONATION. The College complies with the State of Maryland Organ and Bone Marrow Donation Leave laws.

§8.17 WELLNESS DAYS. Should non-unit employees be granted "wellness days" by the College in any fiscal year, unit members shall receive the equivalent number of days for 12-month faculty and prorated for 10-month faculty.

§8.17.1 Wellness days granted 10-month faculty will be pro-rated (based on 83% of the days awarded to 12-month employees). These days will be scheduled by the Provost to occur during the 10-month contract year (August 1 – May 31).

§8.17.1.1 If a scheduled wellness day conflicts with other College commitments (e.g., attendance at student events, conferences, etc.) making it difficult for the full-time faculty member to observe the scheduled wellness day; the wellness day may be "flexed" and used on another day during the faculty member's contract year.

§8.17.1.2 Flexed wellness days cannot be used on days when faculty attendance is required as noted in Article 5.1 Workload (e.g., Convocation, Commencement, administrative days).

## **ARTICLE 9 BENEFITS**

§9.1 HEALTH INSURANCE. The College offers a group health insurance plan to eligible full-time faculty members. Any portion of the premium not covered by the College must be paid by the full-time faculty member electing the insurance coverage. Coverage for eligible full-time faculty members is effective on the full-time faculty member's date of hire.

§9.1.1 The College shall contribute 100% towards employee health insurance premiums and 53% of the premiums for their qualifying depends

§9.1.2 Eligible full-time faculty members who voluntarily elect to waive health insurance coverage will receive a taxable opt-out cash incentive of \$300 per month in lieu of the health insurance benefit. To be eligible to receive the opt-out incentive, the full-time faculty member must provide proof of other health insurance coverage. The opt-out incentive will be paid on each semi-monthly pay date as long as the full-time faculty member would otherwise be eligible for health insurance coverage from the College. All such payments shall cease for any period of time if the full-time faculty member is on an unpaid leave of absence, or if the employment relationship is severed for any reason. The full amount will be recorded as taxable income, and all applicable taxes will be deducted per the full-time faculty members withholding requirements.

§9.1.3 Eligible full-time faculty members will pay premiums based on their plan selection and in accordance with the full-time employee health, dental, and vision insurance rates.

§9.2. HEALTH SAVINGS ACCOUNT. The College will provide a Health Savings Account (HSA) option to full-time faculty members enrolled in the FCC high-deductible health insurance plan.

§9.2.1 The College will contribute \$1,500 (employee only plan) or \$3,000 (family plan) to the full-time faculty member's HSA account. This contribution will be pro-rated for any full-time faculty member joining after the plan year has started.

§9.3 FLEXIBLE SAVINGS ACCOUNT. The College will offer a Flexible Spending Account (FSA) for medical and/or dependent care. The FSA allows for pre-tax contributions to pay for medical and/or day care expenses.

§9.4 DENTAL INSURANCE. The College will offer a group dental insurance plan to eligible full-time faculty members. The College will contribute 75% of the costs for full-time faculty member's coverage. Any portion of the premium not covered by the College must be paid by the full-time faculty member electing the insurance coverage. Coverage for eligible full-time faculty is effective on the full-time faculty member's date of hire.

§9.5 VISION INSURANCE. The College will offer a group vision insurance plan to eligible full-time faculty members. The College will contribute 75% of the costs for full-time faculty member's coverage. Any portion of the premium not covered by the College must be paid by the full-time faculty member electing the insurance coverage. Coverage for eligible full-time faculty is effective on the full-time faculty member's date of hire.

§9.6 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA). The federal COBRA gives full-time faculty members and their qualified beneficiaries the opportunity to continue health, dental, and vision insurance coverage under College health plans when a qualifying event would normally result in the loss of eligibility.

§9.6.1 If selecting COBRA, the full-time faculty member or their beneficiary pays the full cost of insurance coverage plus a 2% administrative fee at the College group rates.

§9.7 LIFE INSURANCE. The College will provide life insurance for eligible full-time faculty under a group life insurance policy. The amount of life insurance coverage is based on two (2) times the full-time faculty member's annual compensation rounded to the next highest \$1,000, but not higher than \$500,000. Coverage for eligible full-time faculty members is effective on the full-time faculty member's date of hire.

§9.7.1. Full-time faculty members may purchase additional life insurance and spouse and dependent coverage through payroll deductions.

§9.8 LONG-TERM DISABILITY INSURANCE. The College will provide long-term disability insurance for the full-time faculty member. Coverage for eligible full-time faculty members is the first of the month following the date of hire.

§9.9 LEGAL SERVICES PLAN. Eligible full-time faculty may enroll in a prepaid legal plan. Premiums are fully paid by the full-time faculty member and made via payroll deduction. Coverage for eligible full-time faculty members is the first of the month following the date of hire.

§9.10 AFLAC. Eligible full-time faculty may enroll in Aflac supplemental insurance. In the event of a serious accident or illness, Aflac provides cash benefits to help pay for out-of-pocket costs and loss of income. Aflac pays cash benefits regardless of any other insurance coverage in place. Premiums are fully paid by the employee and made via payroll deduction. Coverage for eligible full-time faculty members is the first of the month following the date of hire.

§9.11 RETIREMENT PLANS. Full-time faculty are eligible for membership in a retirement system when they start employment with the College. Full-time faculty members become members of either the Maryland State Retirement and Pension System (MSRPS) or one of the Optional Retirement Programs. Eligibility is determined by the Maryland Higher Education Commission (MHEC)

§9.12 TAX DEFERRED COMPENSATION PLANS. The College will offer eligible full-time faculty members the opportunity to participate in a 403(b) Plan and/or 457(b) Tax Deferred Compensation Program to help save for retirement. These plans allow employees to save on a tax-deferred basis and are subject to the Internal Revenue Service (IRS) regulations and annual contribution limits.

§9.13 EMPLOYEE ASSISTANCE PLAN. The College will provide an Employee Assistance Program (EAP) to any full-time faculty members and members of their household who are eligible for healthcare benefits.

§9.14 TUITION BENEFITS. An FCC tuition waiver will be granted to any eligible full-time faculty member who may choose to enroll in credit or non-credit courses offered by the College.

§9.14.1 The College will not waive fees or other out-of-pocket costs.

§9.14.2 A 20% discount for textbooks in the FCC Bookstore is provided for FCC tuition waiver eligible full-time faculty members enrolled in courses at the College.

§9.14.3 The tuition waiver is also extended to family members of eligible full-time faculty members who enroll in credit or non-credit classes offered by the College.

§9.14.3.1 Family members include spouses or domestic partners (as defined in the Domestic Partner Declaration Form) and dependent children. FCC defines dependent children as those qualifying dependent children for whom the employee provides at least 50% of their support. A qualifying dependent child is defined as a son, daughter, stepchild, or other legal dependent, who is under age 24, or any age if permanently and totally disabled.

§9.14.3.2 The waiver does not apply to high-school-based Dual Enrollment classes.

§9.15 WORKERS' COMPENSATION. Whenever a full-time faculty member is absent from work as a result of compensable injury occurring in the course of their employment, the employee should report the incident to their supervisor and the Office Human Resources.

§9.15.1 In the case of an absence due to a work-related injury, compensation for lost time will depend on the length of the absence. However, the first three (3) days will be charged against the full-time faculty members accrued sick leave.

§9.15.2 Any transition period of light duty or modified duty will be coordinated through the Office of Human Resources and the direct supervisor. Should light or modified duty not be available within the employee's department, other suitable duty may be substituted when possible.

§9.15.3 Fitness for duty and return to duty certification must be submitted to the Office of Human Resources prior to the full-time faculty member returning to work.

## **ARTICLE 10 REIMBURSEMENT**

§10.1 TUITION REIMBURSEMENT. Full-time faculty, who are meeting performance appraisal expectations are eligible for tuition reimbursement for approved academic courses at accredited institutions.

§10.1.1 To qualify for reimbursement, the courses must be related to the goals established between the full-time faculty member and their supervisor. The full-time faculty must earn a grade of "C" or better.

§10.1.2 Eligible full-time faculty members will be reimbursed for tuition for up to a maximum of six (6) credit hours per fiscal year. Tuition reimbursement may not exceed the in-state tuition rate per credit hour for equivalent academic courses at the University of Maryland, College Park.

§10.1.3 The College will not reimburse the full-time faculty member for fees or other out-of-pocket costs.

§10.1.4 Eligible full-time faculty members must submit their request each semester prior to registering for a course and have supervisor, Senior Leader, and the Office of Human Resources approval using the Educational Benefits Application.

§10.2 MANDATED PROFESSIONAL LICENSES AND CERTIFICATIONS. If a license or certification is required for the full-time faculty member to work for the College, they will be reimbursed up to \$175 for fees paid by the full-time faculty member to obtain or renew the license or certificate.

§10.3 TRAVEL EXPENSES. In accordance with the College's Travel and Expense Reimbursement Policy and Procedures, full-time faculty members will be reimbursed for expenses incurred in the course of attending a pre-approved conference and/or conducting business on behalf of the College.

## **ARTICLE 11 COMPENSATION**

§11.1 SALARY. Eligible members shall receive the following:

§11.1.1 On or before June 30, 2025, eligible members will receive a one (1) time payment of \$3,500 upon ratification of this Agreement.

§11.1.2 Effective July 1, 2025, eligible members will receive a cost-of-living (COLA) increase of 3% applied to their base salary.

§11.1.3 Effective January 1, 2026, eligible members will have an internal equity adjustment applied to their base salary.

§11.2 YEARS OF SERVICE. Full-time faculty will be recognized for eligible cumulative years of service at the College in increments of 5, 10, 15, 20, 25, 30 or 35 years (or more).

§11.2.1 Years of service begin upon assignment to a regular position at the College. Full-time faculty who separates from regular full-time employment and returns to an eligible position within three (3) years from the date of separation shall receive full credit for prior eligible service

§11.2.2 Eligible full-time faculty also receive a one-time bonus equivalent to a salary increase for their respective grade level in the anniversary month of each 5th year of service (5, 10, 15, 20, etc.). This bonus is paid through the normal payroll process in the pay period that the anniversary date occurs.

§11.3 DEGREE COMPLETION The College recognizes the completion of Associate's, Bachelor's, Master's and Doctorate Degrees by full-time faculty.

§11.3.1 The College will award an additional salary increment to the eligible full-time faculty member who completes a degree as described in §11.3. This award will occur in the fiscal year subsequent to the year of degree completion.

§11.3.2 Full-time faculty must notify the Office of Human Resources that they have completed or will be completing a degree by May 1 and official transcripts indicating "degree conferred" must be received by June 30.

§11.3.3 If a full-time faculty member is due to be promoted in the same year as the degree completion award is due to occur, all the increments will occur in the same fiscal year.

§11.3.4 If a full-time faculty member is being promoted in rank in the same year as the degree completion, the salary increment for the promotion will be based on their current grade level. However, the salary increment awarded for the earned degree will be based on the newly assigned (based on promotion) faculty grade level.

§11.4 OVERLOAD. Full-time faculty who are approved to teach an overload course are paid, per credit, at the Master's level rate on the adjunct pay scale. Full-time faculty who were promoted to full professor before January 1, 2009, will be grandfathered.

§11.5 JAN SESSION AND SUMMER TERM. Full-time faculty teaching during Jan Session or the Summer Terms are compensated at the Master's level of adjunct faculty rate.

§11.6 INDEPENDENT STUDY. Full-time faculty are paid \$150 per student regardless of continued enrollment of the student after the second week of classes. Student withdrawal from the study prior to the second week results in a \$25 honorarium to the full-time faculty member. Payment is made following completion/termination of the study.

§11.7 WORKLOAD PAY/CREDIT DIFFERENTIALS. Other workload pay/credit differentials including, but not limited to, headcount, lab, and applied music lessons are currently addressed in College policy and incorporated by reference.

§11.8 SUMMER WORKSHOP/CONFERENCE RATE. Full-time faculty will be paid a per diem rate for attending an all-day workshop/conference during the summer. The rate will be pro-rated for workshops/conferences that are less than a full day.

§11.8.1 The workshop/conference per rate will be calculated as follows using the Master's level adjunct rate:

Step 1: MA Adjunct Rate for 1 Credit/45 Hours = Hourly Rate

Step 2: Hourly Rate X 7.5 Hours Day = Per Diem Rate (round up to the next unit of \$5 for example \$173 rounds to \$175, etc.)

## **ARTICLE 12 NO STRIKE/NO LOCKOUT**

§12.1 NO STRIKES. Neither the Chapter, its officers, agents, or representatives, nor any full-time faculty members, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

§12.2 ENFORCEMENT OF NO STRIKE PLEDGE. In the event of a strike in violation of §12.1 of this Article, the College may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. In addition, any full-time faculty member engaging in activity in violation of §12.1 of this Article shall be subject to discharge.

§12.3 NO LOCKOUTS. The College shall not lock out full-time faculty members.

## **ARTICLE 13 SAVINGS CLAUSE**

§13.1 SCOPE OF AGREEMENT. The College and the Chapter acknowledge and agree that all negotiable items have been discussed during negotiations leading to this agreement. This Agreement contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.

§13.1.1 College policies, procedures, forms, and documents not within the scope of this Agreement are incorporated by reference and will be enforceable under it.

§13.2 PRINCIPLE. If at any time during the life of this Agreement, any term or provision herein is found to be in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law.

§13.2.1 Severability. Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

§13.2.2 Replacement. In the event any provision herein contained is rendered invalid, the College and the Chapter will enter collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

## **ARTICLE 14 DURATION**

### **§14.1 DURATION OF AGREEMENT.**

This agreement shall take effect upon ratification of both parties and shall remain in full force and effect through June 30, 2028, with reopeners for Article 9 Benefits and Article 11 Compensation for 2026-27 and 2027-28.

The negotiators who confirm the agreement reached on the above items and who recommend this total agreement for ratification by the Board of Frederick Community College and the United Academics of Maryland – Frederick Community College:

Representatives for United Academics of Maryland – Frederick Community College:

Lindsey Blankenbaker, J.D. - Chief Negotiator  
Labrina Hopkins, AFT Maryland  
Greg Coldren, Ph.D.  
Theresa Clark  
Leslie Puzio, Ed.D.  
Susan Johnson  
Ana Maria Pinzon

Representatives for the Board of Trustees of Frederick Community College:

Pamela Murphy, Chief Negotiator  
Brian Stipelman, Ph.D.  
Diana Oliver  
Scott McVicker



## APPENDIX A

**Frederick Community College FY 2026  
Salary Ranges **10 Month** Full-time Faculty  
Effective July 1, 2025– June 30, 2026**

<b>10 Month</b>	<b>Grade</b>	<b>Step (3.5% of Midpoint)</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Assistant Professor	F03	\$2,792	\$65,375	\$79,784	\$ 94,192
Associate Professor	F04	\$3,133	\$69,929	\$89,509	\$109,089
Full Professor	F05	\$3,628	\$80,988	\$103,664	\$126,341

**Frederick Community College FY 2026  
Salary Ranges **12 Month** Full-time Faculty  
Effective July 1, 2025– June 30, 2026**

<b>12 Month</b>	<b>Grade</b>	<b>Step (3.5% of Midpoint)</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Assistant Professor	F03	\$3,351	\$78,450	\$95,740	\$ 113,030
Associate Professor	F04	\$3,759	\$83,915	\$107,411	\$130,907
Full Professor	F05	\$4,354	\$97,186	\$124,398	\$151,609

## **APPENDIX B**

### **Memorandum of Understanding Between The Board of Trustees of Frederick Community College And United Academics of Maryland – Frederick Community College**

The College agrees to establish a Benefits Advisory Committee to provide input into maintaining quality and affordable benefits. It is understood that the work of the committee does not constitute negotiations and is only advisory.

The composition of the committee will include one (1) representative appointed by the VP Talent and Culture and representing the College, one (1) representative appointed by the UAMD-FCC who is a current employee and enrolled in the FCC health plan, one (1) representative from each of the employee affinity groups with benefits eligible employees appointed by their Leadership. The College's benefits consultants may also be invited to participate in these meetings, as necessary.

The focus of this committee shall be to: a) Advise on cost containment strategies b) Study and discuss possible plan design changes c) Develop strategies to educate employees regarding benefit plans.

The Committee will meet at least four (4) times between August 1, 2025, and April 1, 2026. Additional meetings may be scheduled upon agreement of a majority of the committee members.

The committee will issue an advisory report to the Vice President Talent & Culture no later than May 1, 2026.

## **APPENDIX C**

### **Memorandum of Understanding Between The Board of Trustees of Frederick Community College And United Academics of Maryland – Frederick Community College**

The College agrees to establish a committee to review the College's adopted compensation philosophy.

The composition of the committee will include one (1) representative appointed by the VP Talent and Culture and representing the College, one (1) representative appointed by the UAMD-FCC who is a current employee and enrolled in the FCC health plan, one (1) representative from each of the employee affinity groups appointed by their President. Additionally, consultants and or subject matter experts may participate in meetings, as necessary.

The focus of this committee shall be to: study and discuss possible changes to the existing compensation structure(s) so they align with the College's compensation philosophy.

The Committee will meet at least four (4) times between August 1, 2025, and January 31, 2026. Additional meetings may be scheduled upon the agreement of most committee members.

The committee will issue an advisory report to the Vice President Talent & Culture no later than March 1, 2026.





**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Scott McVicker, CFO and Vice President for Administration

**Date:** June 11, 2025

**Subject: Consent Item**  
Approval of Renewal of Property, Casualty, Cyber, and International Insurance

**Board Policy:** EL-4 Financial Conditions and Activities, EL-9 Asset Protection

### RECOMMENDATION

Recommend Board approval to award Affiliated FM, Utica National, Hanover, Tokio Marine, and Chubb for the insurance policies and premium amounts listed below, totaling \$356,485, and to McGriff for brokerage fees of \$21,000 (shown below). All funding has been included in the FY 2026 Operating Budget.

Company	Policy	Premiums
Affiliated FM	Property	\$135,697
Utica National	Casualty	\$116,606
Hanover	Workers' compensation	\$ 88,872
Tokio Marine	Cyber liability	\$ 12,810
Chubb	International	\$ 2,500
<b>Total Premiums</b>		<b>\$356,485</b>
Consultant	Fee	Cost
McGriff	Brokerage fees	\$ 21,000
<b>Total Premiums + Fees</b>		<b>\$377,485</b>

### OVERVIEW

The College has an established agreement for brokerage services with McGriff Insurance Services to secure needed insurance coverages annually. McGriff has obtained quotes for the College's property, casualty, workers' compensation, cyber liability, and international insurance for FY 2026 beginning July 1, 2025. Property and casualty insurance premiums are net of commission since the College pays McGriff directly for their services.

For FY 2026, McGriff's fee for services is \$21,000.

## **ANALYSIS**

Based on quotes received and negotiated by McGriff Insurance Services, the most favorable rates continue to be from the following carriers: Affiliated FM (AFM) for property coverage, Utica National for casualty, Hanover for workers' compensation, Tokio Marine for cyber coverage, and Chubb for international coverage. For property, casualty, and international insurance, the number of current and past claims influences the premium rates. The legend included with the attached summary table shows that all recommended carriers maintain an AM Best Rating of A (Excellent) or better.

- Total property insurance premium increase is 2.2% for a premium cost of \$135,697. Based on the most recent appraisal, the College's property values increased approximately 3.6%, and the bid yielded a rate decrease of 1.5%, much better than the current industry average increase of 2.9%.
- The estimated premium for all casualty insurance includes a rate increase of 13.9% and a premium increase of 17.1%, with a total premium cost of \$116,606 for FY 2026. Premiums for higher education liability insurance are increasing nationwide at about 15% due to increased exposure to claims (discrimination, sexual assault, etc.) and more costly settlements.
- The College's workers' compensation rate decreased by 22.3%, and the premium decreased by 19.2%.
- With an FY 2026 premium of \$12,810, the College's cyber liability insurance premium represents a small portion of the College's total insurance cost. However, the premium for next year has increased based on an increase in the College's projected revenues. A higher revenue indicates a potentially more significant financial loss in the event of a cyberattack.
- The College's premium for international insurance coverage remains at \$2,500 for FY 2026. This policy provides coverage for students, employees, or chaperones who may have medical needs while traveling outside of the U.S. on College-sponsored activities.

## **ATTACHMENT**

Frederick Community College 2025-2026 Renewal Premiums

Frederick Community College 2025 - 2026 Renewal Premiums								
Coverages	2022-2023	2023-2024	2024-2025	2025 - 2026				
				Expiring Exposures		Updated Exposures		Notes
	Audited	Audited	Annualized	Premium	Rate change	Premium	Premium change	
<b>Property</b>								
Property	\$109,557	\$121,129	\$128,815	\$126,711	-1.6%	\$131,697	2.2%	Total Insured Value ↑ 3.6%. Water Damage Ded ↑ From \$50K to \$100K
Business Income / Extra Expense	incl	incl	incl	incl		incl		
Flood	incl	incl	incl	incl		incl		
Earthquake	incl	incl	incl	incl		incl		
Builders Risk - Linganore Hall	incl	N/A	N/A	N/A		N/A		
Terrorism	\$3,500	\$3,750	\$3,900	\$4,000		\$4,000		Can be excluded for premium savings.
<b>AFM Total</b>	<b>\$113,057</b>	<b>\$124,879</b>	<b>\$132,715</b>	<b>\$130,711</b>	<b>-1.5%</b>	<b>\$135,697</b>	<b>2.2%</b>	
<b>Casualty</b>								
General Liability	\$38,790	\$47,380	\$55,333	\$66,794	20.7%	\$68,825	24.4%	Higher Ed Industry claim increases driving rate. Faculty ↑ 15%, Camper Days ↑ 112%
Educators Legal Liability	Incl	Incl		Incl		Incl		
Health Student Professional Liability	Incl	Incl		Incl		Incl		
Crime	\$2,547	\$2,480	\$2,480	\$2,480	0.0%	\$2,480	0.0%	
Abuse or Molestation	Incl	Incl		Incl		Incl		
Employee Benefits	Incl	Incl		Incl		Incl		
Auto	\$16,256	\$23,681	\$23,365	\$24,800	6.1%	\$25,443	8.9%	Add 2 motorcycles
Garagekeepers	Incl	Incl	Incl	Incl		Incl		
Umbrella	\$15,430	\$16,818	\$18,409	\$19,400	5.4%	\$19,858	7.9%	Industry, GL, and Auto Increases driving Umbrella
<b>Utica FCC Total</b>	<b>\$73,023</b>	<b>\$90,359</b>	<b>\$99,587</b>	<b>\$113,474</b>	<b>13.9%</b>	<b>\$116,606</b>	<b>17.1%</b>	
Workers Compensation	\$94,021	\$109,136	\$110,001	\$85,481	-22.3%	\$88,872	-19.2%	Workers Comp Experience Mod ↓ from .85 to .84, "All Other" Payroll ↑ 21%
Workers Compensation - Minnesota	\$781	\$351	\$680	incl		incl		
Cyber Liability	\$10,081	\$10,081	\$11,626	\$11,225	-3.4%	\$12,810	10.2%	Projected revenue ↑ 14.5%
International (3/8/22 - 23)	\$2,500	\$2,500	\$2,500	\$2,500	0.0%	\$2,500	0.0%	
<b>FCC Subtotal</b>	<b>\$293,463</b>	<b>\$337,306</b>	<b>\$357,109</b>	<b>\$343,391</b>	<b>-3.8%</b>	<b>\$356,485</b>	<b>-0.2%</b>	
<b>Fee</b>	<b>\$20,500</b>	<b>\$20,500</b>	<b>\$20,500</b>	<b>\$21,000</b>	<b>2.4%</b>	<b>\$21,000</b>	<b>2.4%</b>	
<b>TOTAL</b>	<b>\$313,963</b>	<b>\$357,806</b>	<b>\$377,609</b>	<b>\$364,391</b>	<b>-3.5%</b>	<b>\$377,485</b>	<b>0.0%</b>	
Rate Change	<b>-3.3%</b>	<b>4.7%</b>	<b>2.7%</b>	<b>-3.5%</b>				
<b>FCC Foundation &amp; Fund</b>								
Package	\$602	\$663	\$737	\$714	-3.1%	\$726	-1.5%	Business Personal Property ↑ 5%
Umbrella	\$2,689	\$2,689	\$2,689	\$3,469	29.0%	\$3,469	29.0%	
D&O/EPLI/Crime	\$4,656	\$4,918	\$4,932	\$4,932	0.0%	\$5,093	3.3%	Assets ↑ 6%
<b>FCC Foundation Total</b>	<b>\$7,947</b>	<b>\$8,270</b>	<b>\$8,358</b>	<b>\$9,115</b>	<b>9.1%</b>	<b>\$9,288</b>	<b>12.3%</b>	

Affiliated FM - AM Best Rating A+ (Superior)

Utica National - AM Best Rating A (Excellent)

Hanover A (Excellent)

Travelers - AM Best Rating A++ (Superior)

Tokio Marine/HCC - AM Best Rating A++ (Superior)







**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Scott McVicker, CFO and Vice President for Administration

**Date:** June 11, 2025

**Subject:** **Consent Item**  
Approval of Renewal of Charter Bus Transportation Service Contract

**Board Policy:** EL-4 Financial Conditions and Activities, EL-9 Asset Protection

### **RECOMMENDATION**

Recommend Board approval to award Wolf Bus Lines the fourth, one-year contract renewal for charter bus services for FY 2026.

### **OVERVIEW**

In April 2021, the College solicited proposals for charter bus transportation services (RFP 21-OP-01). In June 2021, the Board of Trustees approved the award to Wolf Bus Lines. That award was for an initial one-year contract (FY 2022) with the option to renew each year for an additional four years (FY 2023 – FY 2026).

### **ANALYSIS**

Wolf provides select transportation for the College's athletic teams, local/regional student-sponsored trips, local/regional trips for the Institute for Learning in Retirement (ILR) program, academic trips to support credit and non-credit classes, and trips for administrative purposes. Wolf is used when the College-owned bus/vans are either in use or do not offer enough seating.

The College's recommended one-year contract renewal for FY 2026 will be the fourth year of the four-year renewal option per the contract.

Charter bus transportation services are expected to exceed \$100,000 in FY 2026 (based on FY 2025 costs of approximately \$113,000). Funding is included in the FY 2026 Operating budget.

### **ATTACHMENT(S)**

No attachments





**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Date:** June 11, 2025

**Cc:** Dr. Bridgette Cofield, Vice President of Talent and Culture  
Dr. Anne P. Davis, Provost and Vice President for Teaching, Learning, and Student Success

**Subject:** **Consent Item**  
Approval of 2025-2026 Diversity, Equity, Inclusion, and Belonging Plan as required by the Maryland Higher Education Commission

**Board Policy:** E-1 Ends, EL-1 Treatment of Students, EL-2 Treatment of Employees, and EL-8 Access to Education

## **RECOMMENDATION**

Recommend Board approval of the 2025-2026 FCC Diversity, Equity, Inclusion, and Belonging (DEIB) Plan

## **OVERVIEW**

The College is required, in accordance with §11-406 of the Education Article, to develop and implement a plan for a program of cultural diversity by July 1 of each year unless a multiyear plan exists. The College established an annual plan to guide DEIB strategies in 2024-2025 and builds upon that plan in the proposed new annual plan for 2025-2026.

Additionally, one of the College's core values is Diversity, defined as 'being culturally conscious and inclusive by embracing the visible and invisible human differences that affect the learning and success of students, faculty, staff, administrators, and community members.' The proposed 2025–2026 plan reflects this commitment.

## **ANALYSIS**

- The College's commitment to fostering a diverse and inclusive environment where all students and employees thrive is central to the development of its DEIB Plan.
- The 2025-2026 DEIB Plan retains goals that have guided FCC's work in DEIB over the last six years and includes revised actions and outcomes that either seek to continue work in progress or advance the work of the prior year's plan.
- The 2025-2026 DEIB Plan serves as a one-year plan to guide the College's efforts while allowing time for the development of a multi-year plan as part of the overall strategic planning process expected to be undertaken in FY 2026.

- As part of the prior year's plan, the College conducted a systematic assessment of ten promising DEIB campus initiatives. The outcomes of that assessment will inform the development of impactful and scalable strategies for improving student success and retention as part of the 2025-2026 plan.
- An assessment of progress on the 2024-2025 DEIB initiatives will be reported to the board in August 2025 as part of the Maryland Higher Education Commission (MHEC) Cultural Diversity Annual Progress Report required to be submitted each year by September 1st.

**ATTACHMENT(S)**

2025-2026 FCC Diversity, Equity, Inclusion, and Belonging Plan

**Frederick Community College  
Diversity, Equity, and Inclusion Diversity Plan  
FY 2025 – 2026**

*Presented to the Board of Trustees of Frederick Community College on  
June 11, 2025*

## **2025 – 2026 Diversity, Equity, and Inclusion Diversity Plan**

### **Introduction**

Frederick Community College (FCC) is committed to fostering an inclusive and equitable environment that supports the success and well-being of our students, faculty, and staff. FCC's strategic approach integrates equitable and inclusive practices into student support, professional development (including learning for faculty and staff on equity, inclusion and culturally responsive teaching), and assessment. The College's commitment to fostering a sense of belonging that supports student success across differences is central to the development of the 2025-2026 Diversity, Equity, Inclusion, and Belonging (DEIB) Plan.

### **Continuation of 2024-2025 Plan**

The College's focus in the 2024-2025 DEIB Plan was to establish a transition plan to guide initiatives during the period between the conclusion of the 2019-2024 DEIB Strategic Plan and the development of a new college-wide strategic plan. Thus, last year, a one-year bridge plan was adopted that acknowledged the evolving needs of the institution, focusing on the continuous improvement of existing DEIB initiatives.

During the 2024–2025 academic year, the College underwent a year of discovery, driven by a data-informed evaluation aimed at advancing institutional improvement. This initiative was shaped in part by FCC's participation in Achieving the Dream (ATD), a national network comprising over 300 colleges across 43 states, committed to enhancing student success through evidence-based reform. ATD provides support for institutions in evaluating and refining their practices to foster more equitable outcomes, with particular attention to the critical role of advancing racial equity in achieving these goals.

Although strides were made toward fulfilling the goals of the 2024-2025 Plan, many initiatives remain in progress. The 2025-2026 Plan provides for a continuation of those initiatives still underway and the addition of new initiatives that leverage learning from the prior year's completed initiatives while the College continues to move toward completion of a new strategic plan in FY 2026. An assessment of progress on the 2024-2025 DEIB initiatives will be reported to the board in August 2025 as part of the Maryland Higher Education Commission (MHEC) Cultural Diversity Annual Progress Report required to be submitted each year by September 1st.

## 2025-2026 DEIB Strategic Plan

The 2025-2026 DEIB Plan (see Table 1) retains applicable goals that have guided FCC's work in DEIB over the last six years with current actions and outcomes that either seek to continue or advance the work of the prior year's bridge plan. Goal 1A advances the outcomes from last year's plan to target the most promising strategies for those student populations identified as having the greatest opportunity for improvement. Goal 2A leverages the learning from last year's work in general education competencies, and Goal 3A and 3B continues the College's efforts to meet accessibility requirements for campus communications and instructional materials.

Table 1: 2025-2026 Frederick Community College Diversity, Equity, Inclusion, and Belonging Plan		
Goals*	Actions	Desired Outcome
<b>GOAL 1: Increase access and success for traditionally underrepresented students.</b>	A. Develop strategies for addressing root causes of institutional performance gaps in student success among various demographic groups of students.	A. Implement, monitor, and assess strategies to determine impact on student retention and success.
<b>GOAL 2: Prepare students for an increasingly diverse community, workforce, and world.</b>	A. Leverage the process used to review the Cultural Competency General education requirement to begin evaluation of relevancy and currency of the general education requirements.	A. Establish a plan for review and revision of the general education competencies and evaluate alignment with career competencies.
<b>GOAL 3: Ensure a more welcoming and inclusive learning and workplace environment for students, faculty, staff, and visitors.</b>	A. Provide training for employees on creating campus communications that are accessible and align with federally regulated standards.	A. All campus communication on the College's website and via email will meet accessibility standards.
	B. Provide continued training and support for all faculty on creating and maintaining accessible instructional materials.	B. All course materials in the learning management system will meet accessibility standards.

**Note: While not part of the 2024-2025 Diversity, Equity, Inclusion, and Belonging Plan described above, MHEC requires inclusion of the following information per these instructions:**

*Identify process for reporting campus-based hate crimes, as defined under Title 10, Subtitle 3 of the Criminal Law Article and consistent with federal requirements under 20 U.S.C. 1092(f), known as the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.*

The process for reporting campus-based hate crimes is outlined in the College's [Hate-Bias Incident Response Protocol](#).





**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Dr. Edmund T. Cabellon, Interim Vice President of Student Experience

**Date:** June 11, 2025

**Subject:** **Consent Item**  
Approval of Five-Year Piggyback Contract with Technolutions, Inc. in the amount of \$375,000 for Slate Platform

**Board Policy:** EL-1 Treatment of Students, EL-4 Financial Conditions and Activities, EL-6 Planning, EL- 8 Access to Education

### **RECOMMENDATION**

Recommended approval of a five-year piggyback contract with Technolutions, Inc. to continue the College's use of the Slate platform.

### **OVERVIEW**

Frederick Community College entered into a three-year agreement (expires June 30, 2025) with Technolutions, Inc in 2022 for use of the Slate product. The College intends to enter a new a five-year contract with Technolutions utilizing the existing Master Services Agreement between St. Mary's College of Maryland and Technolutions, Inc. (RFP #22473). The contract period is July 1, 2025, through June 30, 2030.

### **ANALYSIS**

Slate is a customer relationship management (CRM) software platform used within the higher education sector to help manage interactions with students, automate workflows, and streamline communication. FCC's adoption of the Slate tool is aligned with several other digital transformation efforts underway at the College aimed at modernizing technology infrastructure, improving service delivery, enhancing data governance, and driving student-centered innovation.

This multi-year contract continues at the previously approved annual cost of \$75,000 and funding is allocated in the FY 2026 Operating Budget.

**ATTACHMENT(S)**

No attachments



**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Dr. Anne P. Davis, Provost and Vice President for Teaching, Learning and Student Success

**Date:** June 11, 2025

**Subject:** **Consent Item**  
Substantial Modification to Information Technology Specialist Area of Concentration within the STEM Technology Associate of Applied Science Degree

**Board Policy:** E-1 Ends

## **RECOMMENDATION**

Approval of proposed substantial modification to the Information Technology Specialist Area of Concentration (AOC) within the STEM Technology Associate of Applied Science (A.A.S.) degree

## **OVERVIEW**

The Maryland Higher Education Commission (MHEC) requires the approval/endorsement of substantial modifications to degree programs by the College's governing board.

The proposed substantial modification to this transfer degree program has been approved by the Curriculum Committee, Provost, and President and is being presented to the Board of Trustees for approval.

## **ANALYSIS**

- The IT Specialist AOC program had not undergone revision since 2017. Given the continually evolving field of technology, the degree includes outdated and unnecessary requirements. The program modifications better align student learning outcomes with emerging industry needs.
- The updated curriculum includes basic level understanding of hardware and software, deploying virtualized services on platforms like Amazon Web Services at basic, medium, and advanced levels, and policy and procedure development aligned with industry standards. Together, these elements create a holistic curriculum that

leads to multiple industry certifications, prepares students for employment, and/or continuation toward a bachelor's degree.

- In response to societal needs and the goals of the 2022 Maryland State Plan for Postsecondary Education, the program emphasizes access, success, and innovation. The integration of open educational resources, open lab resources, and faculty-designed application-based curriculum directly supports equitable student access and high-quality learning experiences regardless of students' prior exposure to IT.
- Enrollment in the IT Specialist AOC has grown from 17 students in Fall 2018 to 47 students in Fall 2024, a 176% increase.
- Employment demand for graduates in the field is strong. The Bureau of Labor Statistics projects 356,700 annual job openings nationally in computer and IT fields and 11.8% job growth locally in Frederick County through 2033.
- Currently, the median salary for entry level positions in the IT field locally for applicants possessing a two-year degree is \$73,000, with higher salaries in the broader Washington, DC and Baltimore metro region.
- In addition to being prepared to enter the workforce, graduates will also be prepared for transfer to bachelor's degree and subsequently to master's degree programs in Information Technology, Information Security, Cybersecurity, and related technology fields and for entry-level industry roles.
- Primary transfer partners for the revised program include:
  - o University of Maryland, Global Campus
  - o Hood College
  - o Mount St. Mary's
  - o Towson University (articulation in development)

## **ATTACHMENT(S)**

MHEC proposal – Information Technology Specialist Area of Concentration within STEM Technology Specialist Associate of Applied Science degree

**MHEC Academic Program Proposal  
Frederick Community College  
Information Technology Specialist Area of Concentration within STEM Technology A.A.S.  
Substantial Modification**

**A. Centrality to Institutional Mission and Planning Priorities:**

**1. Provide a description of the program, including each area of concentration (if applicable), and how it relates to the institution's approved mission.**

The Information Technology Specialist Area of Concentration (AOC) within STEM Technology (A.A.S.) Degree is considered a terminal degree and, as revised, prepares students to enter the workplace, while also not preventing students from transferring to 4-year institutions. Once transferred they can continue knowledge, skill, and ability building to a bachelor's degree, master's degree, and beyond in Information Technology (IT) and related fields. The program aligns with accepted industry skills, emphasizes applied skill building, and leads to industry certification, setting the foundation for obtaining gainful employment with the 2-year degree. The degree supports the mission of Frederick Community College, focusing on teaching and learning, and providing affordable, flexible access to lifelong education that responds to the needs of diverse learners and the community.

The program has been updated to align more closely with industry needs by updating relevant IT content and removing software engineering-focused content as a necessary element of success. By removing unnecessary content, additional coursework can be devoted to IT content, allowing students to receive the most up-to-date and applicable skills necessary to succeed in an industry-certification-led domain. Additionally, devoted time to IT content permits the revised program to better align with industry certifications of CompTIA including A+, Net+, Security+, and certifications in Amazon Web Services (AWS).

By refocusing the IT Specialist AOC and allowing it to expand its offerings in its core topical area, FCC helps ensure that our programming is responsive both to the needs of our learners (who deserve the best preparation possible for their field) and our community, which increasingly requires highly qualified IT positions equipped with the most current information possible.

**2. Explain how the proposed program supports the institution's strategic goals and provide evidence that affirms it is an institutional priority.**

This revision modifies the pathway to focus on IT first by removing classes that are software engineering-focused, with an eye towards improved transferability. The previous requirements mix of software engineering-focused "Computer Science" (CS) courses and IT courses created artificial barriers to entry for students. For example: the initial semester required a CS class that was not designed with IT in mind, which resulted in completers moving on unprepared for further IT coursework that assumed necessary fundamental knowledge had been acquired. By removing all CS-oriented programming classes from the pathway, a student will more reliably be able to obtain the necessary skills to progress in the program, as well as have a more accessible (and supportive) pathway to obtaining the industry certifications that effectively demonstrate the knowledge, skills, and abilities needed to, for example, defend a network from unauthorized access.

Additionally, the proposed revisions replace a “Special Projects” class that was required but consistently proved too difficult for students to access and succeed in with an industry-accepted cloud certification-based class. Further, to augment the utility of the degree, expanded Python programming was added, which can be used across a multitude of areas within IT, as well as other career fields.

These proposed program updates directly support the mission of Frederick Community College by helping students meet their career goals, and by working towards continuous improvement and the highest standards for academic content. In particular, the changes align with the following institutional goals, as set forth in the “FCC Forward Strategic Plan 2020-2025:”

- 1) Enhance student success and completion through collaborative and effective academic support.

Students in the core courses of the IT program have frequent access to instructors who are industry professionals and speak the language. In-person, online, virtual lab, pseudo-real-world environment lab settings exist for support on their assignments in an on-demand fashion. There are no high-stakes tests in the classes. This allows students to step through the coursework without risk of failing at any single point. The IT Specialist pathway encourages group work as there are multiple ways to solve problems; each class has discussions, interactive assignments, and group labs. Assignments can typically be resubmitted within the deadlines outlined, which again addresses the risk and mitigates any high stakes failure. There are multiple avenues for additional support provided through the College.

By removing CS content unrelated to the IT core, these revisions enable both an expansion of classes in the program and an enhancement of career relevance (more classes will relate directly to a student’s subject area and career development needs). By improving the quality and relevance of the content, the likelihood of students succeeding – and feeling a sense of progress and motivation to continue towards completion – will be enhanced as well.

- 2) Increase access, affordability, and retention through planned academic advising and degree pathways.

The IT Specialist program now focuses on its domain primarily, eliminating most of the more complex Software Engineering aspects of Computer Science (CS) allowing resources to be more focused. By eliminating superfluous courses to the core application of IT Specialist knowledge, skills, and abilities, a student will have a far better chance of taking a class that leads directly to an industry certification and promotes their goal of employment. As noted above, this will naturally help develop student motivation and resilience, and thus improvements in retention can be expected.

By increasing the amount of core IT coursework that can lead to industry certifications, the revisions also boost the ability of students to land jobs in the IT field while studying, and thus aid their ability to pay for school.

In addition, by better clarifying the divide between our CS program and our IT program (which are similar fields that require quite different career preparation and student resource needs), we will be better able to identify students who specifically wish to pursue an IT career. This will, in turn, help ensure that College-provided resources (e.g., loaner hardware, FCC technology offerings, targeted advising, career coaching) can be efficiently provided to them, that they will not receive superfluous information about CS programs, and that marketing of the IT program can be more efficiently and better targeted to ensure students know (1) that it exists as a distinct option from CS, (2) what it is, and 3) how the College will help them, specifically, succeed in it. All of this will serve to enhance both student access and student retention.

- 3) Promote excellence in the design and delivery of curriculum, and support of student learning.

The revised IT Specialist curriculum is now completely aligned with industry expectations that focus on certifications that meet baseline industry need, rather than spending time on questionably applicable CS material.

These certifications also expire periodically so recertification is necessary, and any changes lead to the requirement to update our courseware. By clarifying the focus of the program on IT content exclusively, we will be better able to devote resources to monitoring and responding to these changes, thereby ensuring better, faster, and more thorough provision of updated content to students.

Likewise, an exclusive IT focus allows repurposing of extraneous resources and teaching time to no longer provide misaligned CS material, but instead expand our array of tools for enhancing learning delivery, including but not limited to the bolstering of our integrated virtual lab environments, the adaptation of industry accepted learning solutions (to ensure students have more and better access to the latest industry tools, hands-on), and our use of custom-built master courses to ensure consistent delivery of up-to-date content matched with the current demands of both academic rigor and industry need.

### **3. Provide a brief narrative of how the proposed program will be adequately funded for at least the first five years of program implementation. (Additional related information is required in section L.)**

The IT Specialist program has traditionally been funded by tuition and fees collected by students enrolled within the program, and it will continue to be under the proposed revisions. FCC currently has full-time and part-time faculty and administrative staff sufficient to meet the needs of the program. No new courses are being created through this revision – it merely takes existing IT courses and adds them to the degree in place of CS courses – so our existing roster will remain sufficient. The one course change being executed is an expansion (from 2 to 3 credits) of a single course in the Python programming language; this change does not necessitate any new faculty hires.

Even before the COVID-19 pandemic's period of extended remote operations, the IT Specialist program had already moved to a predominantly online set of classroom and lab environments. Conveniently, this matches the "beyond-arms-reach" environment most IT professionals now operate in after initial system installation; it also helps to ensure FCC reliably has enough lab and classroom space to continue managing the program without incurring any additional space costs – currently budgeted resources should still be sufficient.

Additionally, the IT Specialist program's connections to industry – as well as its alignment with industry certifications – help maintain both a consistent flow of interested students and a consistent readiness to compete for external supplemental funding for further enhancements when such opportunities arise. The proposed revisions will enhance these dynamics and allow for the more efficient and effective utilization of institutional resources.

**Provide a description of the institution's commitment to:**

**a) ongoing administrative, financial, and technical support of the proposed program**

The current Program Manager for IT Specialist programs reports to the Associate Vice President of Teaching, Learning and Student Success/Dean of Health, Business, Technology, and Science. The Program Manager leads the development of specific curriculum and courses, procurement of programmatic equipment and supplies, and will actively contribute to the ongoing administrative, financial, and technical support of the proposed program. The program is supported by an academic office manager who is shared with other programs. Each of these roles is fully funded by FCC, and the College has committed demonstrably to continue their existence. Both items reflect the institution's willingness to ensure program support will be continuous through the revision and beyond.

**b) continuation of the program for a period of time sufficient to allow enrolled students to complete the program.**

FCC is committed to the success of all students. The current IT Specialist program has been offered continuously since its transition to an Area of Concentration within STEM Technology in 2017. The program has become ever more important over the years, and FCC is in full support of the efforts to provide resources needed for students to complete the program. FCC policy requires maintenance of courses to facilitate up to a five-year teach-out period and program faculty, staff, and advisors have all been briefed on the effort. The College also offers a variety of support programs including tutoring, academic success notifications, program specific advisors, and faculty advisors, all of which will be made readily available to students navigating any challenges related to completion.

**B. Critical and Compelling Regional or Statewide Need as Identified in the State Plan (effective December 2022, must reference new plan & specific outcomes):**



1. **Demonstrate demand and need for the program in terms of meeting present and future needs of the region and the State in general based on one or more of the following:**
  - a) **The need for the advancement and evolution of knowledge**
  - b) **Societal needs, including expanding educational opportunities and choices for minority and educationally disadvantaged students at institutions of higher education**
  - c) **The need to strengthen and expand the capacity of historically black institutions to provide high quality and unique educational programs**

The proposed revisions carry on the necessary tradition of regular adjustments/updates to the IT Specialist program to match the current state of the IT field – as the field grows at a rapid pace, failing to execute these revisions would degrade the College’s and region’s support of both knowledge advancement and response to societal need. (A, B)

The previous/current iteration of the program begins with a required introductory course in Java programming, followed by several other high-level, complex, software engineering courses. These courses created an ironic poison pill--they were both so complex that they served as deterrents to otherwise entirely IT-ready students (detering from both completion and from enrolling in the first place), and they did not equip students with the necessary skills for an IT Specialist position.

As a result, the College discovered that it has been unintentionally limiting our region’s ability to train the IT professionals needed to support the growing technology industry base. This was especially true for our educationally disadvantaged student population – who often did/do not have robust IT learning opportunities at their high schools – and only makes the impact more severe and the change more necessary (B). Revising the program to remove these barriers and replace them with additional, useful IT certification-oriented content not only satisfies the necessary academic duty of ensuring our students can keep up with the knowledge of their industry (A), it also reinvigorates the College’s ability to support the region’s employment throughput needs in this professional area (B).

Looking beyond our local region to the state level, IT is an oft-cited focus area of the Moore-Miller administration’s effort to rebuild Maryland’s economic competitiveness. To do this, our state must produce a great number of skilled professionals in a highly competitive field, where industrial certifications dominate, and speed governs. Outsourcing, globalization, and certification mean that our students will be eligible for jobs in – and compete with – areas around the world, and professionals with 2-year degrees, 1-year certificates, or micro-credentials of varying sizes. If we are to advance the interests of our students and our state by competing in this environment, we must organize our IT training to be just as insistently relevant and as certification-oriented as the competition. By removing unrelated coursework—since IT Specialists don't need knowledge of software engineering or development—and adding new pathways for IT certifications such as cloud computing, the proposed revisions modernize and realign the outdated program with current industry needs (B).

**2. Provide evidence that the perceived need is consistent with the [2022 State Plan](#) (be sure to relate at least one priority)**

The Maryland State Plan for Postsecondary Education outlines the below goals and strategies-

**Access:** Ensure equitable access to affordable and quality postsecondary education for all Maryland residents.

**Success:** Promote and implement practices and policies that will ensure student success.

**Innovation:** Foster innovation in all aspects of Maryland higher education to improve access and student success.

## **GOAL ALIGNMENT**

To increase access and success in IT coursework that can be challenging for entering students, a core feature of our program is that work is evaluated, returned to the student and allowed for rework where appropriate. This growth mindset allows students to overcome initial conceptual, process, and other obstacles and not be a barrier at the early stages of knowledge, skill, and ability habit forming. By removing unnecessary non-IT coursework, we help keep students within the supportive IT program environment, allowing them to engage more fully and benefit more consistently. (Success, Innovation)

As with all technology domains, not all students have access to technology at all, or technology which fulfills the need (e.g. one may have a Chromebook laptop, but it cannot run the requisite software to explore IT at the college level). This fails to meet the educational requirements needed to properly prepare students for entry-level work in the IT workforce. FCC has unique programs to provide laptops and other technology resources specifically designed to facilitate the Cybersecurity and Information Technology programs. These efforts help all students, but especially those for whom cost may be a barrier. However, to ensure this program operates effectively, we must first ensure that we know which students need assistance, and second, we must ensure that the technology tools being provided will actually serve their needs (the hardware and software needs of an IT Specialist and a Software Developer can be very different). By eliminating the confusing overlap between IT and computer science coursework, the proposed revisions help clarify which students benefit most from our supportive IT programs (Access) and ensure that the tools we provide are well suited to their specific needs (Success, Innovation)

The program described above is only one example – additional supports are provided to students through Perkins grant funding for IT certification testing vouchers, open educational resources customized for IT learners, and more. However, as is true above, the effectiveness of any of these interventions is minimized if IT students are less distinguishable from their CS colleagues, or if students are being deterred from the program due to unnecessarily difficult coursework before they can progress to the point of taking advantage of a support like a testing voucher. By refocusing the program on core IT coursework and removing existing barriers, these revisions allow all types of interventions—whether innovative (e.g., OERs), traditional (e.g., financial vouchers), or otherwise—to be more effectively targeted, ultimately improving access and success for the students who need them most. (Access, Innovation, Success)

As the demand for a statewide cohort of highly skilled IT professionals—capable of driving and supporting a new industrial base—continues to grow, so too does the need to provide high-quality IT education to as many people as possible. The proposed revisions will play a critical role in meeting that need and delivering lasting benefits to the region and the state.

## **PRIORITY ALIGNMENT**

*Priority 5: Maintain the commitment to high-quality postsecondary education in Maryland.*

The discussion above refers to ongoing curriculum improvement through continuous assessment and the integration of industry-driven changes, using third-party tools aligned with certification standards to support instruction. The previous pathway was based on an integration of computer science fundamentals which are not needed for the Information Technology Specialist position. The new pathway will allow students to avoid hurdles that will not aid them in seeking positions focused on information technology, information assurance, or cybersecurity. The new pathway aligns better with the need to fill positions needing focused, skilled workers.

*Priority 6: Improve systems that prevent timely completion of an academic program*

The proposed program modifications create a streamlined pathway to graduation and provide a transferrable foundation for the field of Information Technology. The old program demanded a programming foundation that was burdensome and misaligned with IT industry requirements. Students who struggled with a single class often faced stalled progress in their program—sometimes indefinitely—until a substitute course could be arranged. This would be a red flag, even in a course bearing necessary industry knowledge. However, in this case, where the coursework is not relevant to the field, the barrier it creates to timely completion and student progress is particularly problematic. Knowing this, the new pathway eliminates the requirement for software engineering courses entirely and removes entry-level barriers, ensuring students have access to the relevant content, courses, and instructor support they need to make progress.

## **C. Quantifiable and Reliable Evidence and Documentation of Market Supply and Demand in the Region and State:**

### **1. Describe potential industry or industries, employment opportunities, and expected level of entry (ex: *mid-level management*) for graduates of the proposed program.**

Due to the prevalence of IT in modern life, graduates in Information Technology can be employed in myriad industries, roles, and levels - from independent contracting to small-office, home-office sole proprietorship businesses, to Fortune 100 and government agencies at the local, state, and Federal levels. This is true in a cross-cutting fashion: a public safety agency will need IT support the same as a retail store, a restaurant chain, or an industrial farm. Each will need the same core fundamental principles, supplemented by knowledge of field-specific hardware and software. Accordingly, the potential employment opportunities for an IT graduate are potentially endless. Particularly notable of late has been the additional expansion of cybersecurity as an employment option (and societal need).

The proposed program positions itself specifically to address this multifaceted employment landscape. By refocusing the curriculum on IT, and increasing certification preparation opportunities, the proposed IT Specialist program will provide a holistic foundation of essential IT skills, replacing unnecessary content with deeper exploration of technology, its security, and its deployment. This deeper-dive capability, along with the organizational alignment at FCC (where IT and cybersecurity fall under the same program), not only prepares graduates for various opportunities, but also to facilitate a seamless connection to the world of cybersecurity. This is welcome both as a career area (additional field to compete in) and as a societal good (even retail store IT practice should be cyber-familiar.)

## **2. Present data and analysis projecting market demand and the availability of openings in a job market to be served by the revised program.**

According to research from the Bureau of Labor Statistics, computer and IT occupations are expected to grow much faster than average between now and the latest analysis limit (2033), to the tune of a projected 356,700 job openings annually across the nation. Many IT jobs are now conducted optionally by distance, and/or with limited travel to perform a task and then return to a central or remote place of operation. In that sense, students in this program can compete for jobs offered anywhere in the world.

Maryland specifically is in the top 10 states for IT workforce density according to CompTIA's "State of the Tech Workforce 2024," standing at 8% job density, and having nearly 100,000 tech openings focused on IT at the time of the report. CompTIA is the premiere IT credentialing organization, so their evaluation of growth is important to understanding the potential for the IT market in Maryland. Their state-by-state analysis reflects a growth of 2.4% in Maryland alone. It is also first in Tech Wage premium, meaning that the state's demand is sufficient to create an additional financial benefit to choosing to be a tech worker specifically, relative to another industry.

The salary projections below for specific positions, from the Department of Labor, are for the Delaware-Maryland-DC-Virginia area, but graduates in this field also have access to global opportunities, with many in the tech industry embracing the gig economy and getting hired anywhere to install language- and culturally-agnostic equipment with the only real barrier being industry certification and dedication to work.

Computer Support - \$61,550;  
 Network and Computer Admin - \$124,910  
 Network Architects - \$130,390  
 Computer and Information Systems Managers - \$171,200

A review of the labor market on a local and regional level (eight counties including Baltimore, Carroll, Frederick, Howard, Montgomery, Washington, and Adams) shows aggressive job posting demand over a deep supply of jobs. Additionally, the projected job growth from 2025 to 2033 is 2.2% for the eight counties listed and 11.8% for Frederick County alone. This exceeds the projected national growth average (which is 6.2%) over the same period.

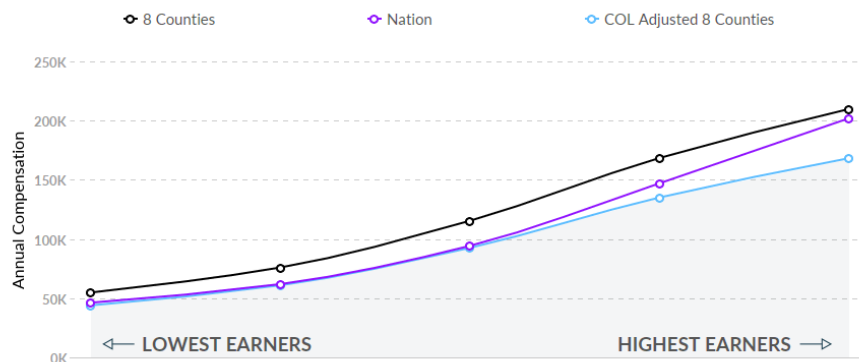
From Lightcast.io 2025:

	Region	2025 Jobs	2033 Jobs	Change	% Change
●	8 Counties	27,913	28,519	607	2.2%
●	National Average	19,513	20,716	1,204	6.2%
●	Frederick County, MD	1,983	2,218	235	11.8%

Regional compensation is 22% above the national average. From Lightcast.io 2025:

#### Regional Compensation Is 22% Higher Than National Compensation

For your occupations, the 2023 median wage in your area is \$115,300, while the national median wage is \$94,154.

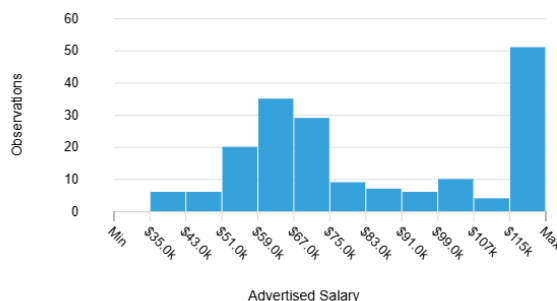


Furthermore, at the time of this report (May 2025) there were active postings for 261 unique entry-level positions, with an advertised median salary of \$73K for applicants with an associate degree. From Lightcast.io 2025:

#### Advertised Salary

There are 183 advertised salary observations (70% of the 261 matching postings).

**\$73.0K**  
Median Advertised Salary



### **3. Discuss and provide evidence of market surveys that clearly provide quantifiable and reliable data on the educational and training needs and the anticipated number of vacancies expected over the next 5 years.**

Because of the location of Frederick Community College, there are in-demand positions both hyper-local and within a two-hour drive of the institution across Maryland, Virginia, and DC Metro areas. However, while our ensuing analysis will focus on those areas, it should also be emphasized that IT and its related cybersecurity focus domain are not limited by geography, unlike some other industries.

The Maryland-Virginia-DC (DMV) region is poised for significant growth in the technology sector over the next five years, making IT specialists increasingly essential. The following analysis provides in-text citations to support why this demand is accelerating and why the DMV is a critical hub for IT professionals.

#### Economic Growth and Tech Job Expansion

Tech jobs are a major economic driver in the DMV. In Washington, DC, tech jobs comprise 10.9% of all employment and contribute \$75.6 billion to the local economy.<sup>[1][2]</sup> The region is the third-largest metro area for tech employment in the U.S., and tech jobs are growing twice as fast as other sectors, with projections showing an increase from 6 million jobs in 2024 to 7.1 million by 2034.<sup>[1]</sup> Baltimore's tech sector is also booming, with a projected 52,000 jobs and \$4.2 billion in economic impact by 2030.<sup>[3]</sup> Maryland's tech workforce is over 220,000 strong, with a \$36.6 billion economic impact, and Virginia's tech sector employs over 350,000, contributing \$61.9 billion to the economy.<sup>[2]</sup>

#### Federal Government and Private Sector Demand

The DMV's proximity to the federal government creates unique demand for IT specialists. Federal agencies require experts in cybersecurity, data analytics, and digital transformation to secure sensitive data and modernize systems.<sup>[4][5]</sup> The private sector is equally robust, with Amazon, Google, and Apple expanding their regional presence. Amazon's HQ2 in Northern Virginia is expected to provide thousands of tech jobs, while major investments in defense technology and AI continue to fuel opportunities.<sup>[6][5]</sup>

#### Innovation in AI, Cybersecurity, and Cloud Computing

The region leads in artificial intelligence (AI), cybersecurity, and cloud computing. AI is a key focus, with 60% of DC tech managers hiring for AI engineering roles in 2025, up from 35% the previous year.<sup>[6]</sup> Venture capital investments reflect this trend, with more than a third of VC funding in 2025 going to AI and machine learning startups<sup>[7]</sup>. Cybersecurity is especially critical given the concentration of federal agencies and defense contractors; Maryland, in particular, is a top destination for cybersecurity professionals due to the presence of federal intelligence organizations and international corporations.<sup>[4][8]</sup> The demand for cybersecurity talent is resilient, with the U.S. needing approximately 265,000 additional experts nationwide<sup>[3]</sup>. Cloud computing skills are now "non-negotiable," with AWS, Azure, and Google Cloud expertise essential for supporting the region's digital infrastructure.<sup>[1][5]</sup>

In our immediate area, IT employment ranks high. The DC region has 11.2% of its workforce in IT related professions. It is number one for tech job postings according to The Computing

Technology Industry Association (CompTIA).<sup>[9]</sup> Additionally, the same article states that the Bureau of Labor Statistics suggests that 25% of IT workers do not have nor require a bachelor's degree<sup>[9]</sup>, making our ability to provide a shorter program that allows for increased certification opportunities and reduces time spent on unrelated coursework even more important if we are to both compete in and adequately support this sector.

The Maryland.gov site recently posted their observation that IT and cybersecurity, which are intimately tied together, are of great importance and are economic priorities, as enshrined in the "Cyber Maryland" project and report. The report is a collaboration with the Governor's Workforce Development Board, and it notes a 40% growth projection? in Maryland's technology job market over the next 10 years.<sup>[10]</sup>

Most broadly, as discussed earlier, the Bureau of Labor statistics job openings projected nationally are approximately 350,000 across the IT and Computer Science domains.

### Diversity, Inclusion, and Workforce Development

The DMV stands out for its diverse and inclusive tech workforce. In DC, 27% of technologists are Black professionals, and women hold 38% of tech jobs, making it one of the most inclusive tech hubs in the country.<sup>[1]</sup> Baltimore startups also surpass national averages in diversity.<sup>[3]</sup> Educational institutions such as Johns Hopkins University, University of Maryland, and George Mason University, along with coding bootcamps and student organizations, are actively preparing the next generation of IT professionals.<sup>[3]</sup> Taken together, these dynamics make our ability to remove unnecessary barriers to accessing this program even more essential, as it will be the job of Maryland's community colleges to help supply students to both those startups and those 4-year institutions.

### Startups, Venture Capital, and Ecosystem Growth

Startup activity and venture capital investment are surging in the DMV. Baltimore is home to over 400 tech startups, supported by university partnerships and federal investments.<sup>[3]</sup> In 2023, the region attracted more than \$5.6 billion in venture capital, ranking fifth nationally.<sup>[7]</sup> Major VC firms are establishing offices in DC, further fueling innovation and job creation.<sup>[7]</sup>

### Persistent Skills Gap and Unfilled Positions

Despite this growth, the DMV faces a persistent skills gap. Tech job postings regularly outpace those in other top hubs, with more than 16,000 tech jobs posted in a single month in 2024.<sup>[1]</sup> Employers are increasingly prioritizing practical skills over formal degrees, making it possible for self-taught technologists and bootcamp graduates to enter the field.<sup>[1]</sup> Entry-level positions in Maryland, such as computer support specialist and information security analyst, are in high demand and offer competitive salaries and clear career progression.<sup>[3]</sup>

### Sector-Specific Demand

Each sub-region within the DMV has its own tech specialties:

- *Washington, DC:* Dominated by cyber and IT, with strong demand in government contracting, policy, and AI.<sup>[1][6]</sup>

- *Maryland*: Focused on biotechnology, quantum computing, and healthcare IT, supported by federal research labs and universities.<sup>[4][3]</sup>
- *Northern Virginia*: A hub for defense technology, data infrastructure, and cloud computing, anchored by major federal contractors and tech giants.<sup>[5]</sup>

### Competitive Salaries and Career Advancement

Tech salaries in the DMV are highly competitive. In DC, the average salary is \$119,158, 95% higher than the metro average.<sup>[1][2]</sup> Entry level positions with 2-year degree requirement in the Frederick region have median starting salaries at \$73,000, with experienced professionals earning well over \$110,000<sup>[3]</sup>. The region's high salaries, career progression opportunities, and flexible work arrangements make it an attractive destination for IT talent.<sup>[1][6][3]</sup>

1. <https://www.nucamp.co/blog/coding-bootcamp-washington-dc-most-in-demand-tech-job-in-washington-in-2025>
2. <https://technical.ly/professional-development/dc-virginia-maryland-comptia-tech-work-force/>
3. <https://www.nucamp.co/blog/coding-bootcamp-baltimore-md-getting-a-job-in-tech-in-baltimore-in-2025-the-complete-guide>
4. <https://www.coursera.org/articles/cyber-security-jobs-in-maryland>
5. <https://www.amazon.jobs/de/jobs/2924274/generative-ai-solutions-architect-aws-national-security-aws-national-security-solutions-architects>
6. <https://www.nucamp.co/blog/coding-bootcamp-washington-dc-getting-a-job-in-tech-in-washington-in-2025-the-complete-guide>
7. <https://www.informationweek.com/it-leadership/what-vc-investments-look-like-in-2025>
8. <https://blog.trainace.com/are-cybersecurity-careers-booming-in-maryland-dc-and-virginia>
9. <https://wtop.com/business-finance/2024/04/one-in-10-dc-area-jobs-are-in-it-no-college-degree-required/>
10. <https://labor.maryland.gov/whatsnews/marylandlaunchescomprehensivecybersecuritytalentstrategy.shtml>

#### **4. Provide data showing the current and projected supply of prospective graduates.**

Enrollment in the IT Specialist AOC has grown from 17 students in Fall 2018 to 47 students in Fall 2024, a 176% increase. The program crosses over with cybersecurity for a plurality of classes, so it is possible that students may transition from or to the other pathway. Additionally, the program has experienced significant growth in course-level interest since its inception in 2014. Not all students pursuing IT certification through what will be the proposed program's new required coursework have declared an IT Specialist major; accordingly, the following



estimates may be more conservative than actual representative enrollment interest. Likewise, the exponentially increasing demand for IT positions – as well as a planned state-sponsored industrial policy to support this area – may lead to unexpectedly higher rates of growth than those we use below, which are only based on data available to-date.

Projected growth is based on the increased growth trends in declared majors in the IT Specialist pathway (Fall 2020 to Fall 2024 saw an increase from 20 to 47 students) along with overall course enrollment over the previous 2 years.

<b>Current and Projected Supply of Prospective Graduates</b>					
	<b>Year 1</b> <b>(AY 2025-26)</b>	<b>Year 2</b> <b>(AY 2026-27)</b>	<b>Year 3</b> <b>(AY 2027-28)</b>	<b>Year 4</b> <b>(AY 2028-29)</b>	<b>Year 5</b> <b>(AY 2029-30)</b>
<b>Projected Enrollment</b>	52	58	65	72	88
<b>Projected Supply of graduates*</b>	19	19	21	23	26

\*The supply of graduates is estimated at 40% graduation rate based on enrollment numbers two years prior.

This data will be collected by the Cybersecurity and Information Technology Program Manager and be reported to the Program Advisory Committee twice annually, as well as to the Health, Business, Technology, and Science Dean, Provost, and Faculty and Staff.

#### **D. Reasonableness of Program Duplication:**

- 1. Identify similar programs in the State and/or same geographical area. Discuss similarities and differences between the proposed program and others in the same degree to be awarded.**

FCC's geographical area is Frederick County. There is no other public college or university within those geographic boundaries offering a similar program, especially at the 2-year level.

While there are private colleges in the area that have offerings under IT or similar titles, these are different in length (exclusively 4 year offerings, e.g., Hood College, Mt. St. Mary's University), orientation (focused on theory and history of IT rather than certification pursuit), and cost (all are several times the cost of FCC courses on a per-credit basis). The proposed program is and will be the only two-year, competitive job placement program in our geographical area.

- 2. Provide justification for the proposed program.**

The proposed Information Technology Specialist Area of Concentration within the A.A.S. degree is designed to prepare students to enter the workforce by preparing students with certain

class completions to obtain multiple industry certifications, while maintaining some flexibility for transfer – for those students seeking additional education in addition to a job.

Students are employable into entry level positions as well as increasingly responsible higher levels of employment as they progress through our program and the certifications around which it is built (i.e., CompTIA A+, CompTIA Linux+, Cloud+, Net+, Sec+ and so on, which students will earn sequentially through our program and be able to use for their career progression).

In a state with a stated aiming to compete in a fast-paced global marketplace, and in a county with a particularly fast-growing sector of that industry, there is a clear and present need for a program that prepares the professionals at the pace industry demands, rather than the slower more traditional pace of a 4-year degree program. That there is no other option for doing so in our region – given all the above conditions – it only makes the need for this program that much more urgent.

#### **E. Relevance to High-demand Programs at Historically Black Institutions (HBIs)**

##### **1. Discuss the program's potential impact on the implementation or maintenance of high-demand programs at HBI's.**

We believe the proposed new program would have a positive impact on programs at HBIs, as the improved skill and quantity of FCC program graduates will, in turn, increase the number of students available to transfer to similar programs at HBIs.

As FCC is a community college in a geographical region that houses no HBIs, we do not anticipate any adverse overlap effects, or any drawing away of students who might attend similar programs at an HBI.

#### **F. Relevance to the identity of Historically Black Institutions (HBIs)**

##### **1. Discuss the program's potential impact on the uniqueness and institutional identities and missions of HBIs.**

As noted above, there are no HBIs in our area with which to interact (positively or negatively). However, by removing barriers to access in our program as detailed in this revision, we improve the quality of all our students. If this cohort includes students who receive a better, more accessible, skill-based, and relevant education through us, the pool of transfer students from which an HBI may draw only improves in quality as well, allowing the HBI student bodies to improve in turn.

As the IT industry in Maryland grows, we are excited as well to explore articulation and other partnerships with HBIs to support the employment needs of our state. In such an event, we would also foresee (and hope for!) additional support for the HBI in question to succeed in carrying out its own mission of academic excellence.

#### **G. Adequacy of Curriculum Design, Program Modality, and Related Learning Outcomes (as outlined in COMAR 13B.02.03.10):**

**1. Describe how the proposed program was established, and also describe the faculty who will oversee the program.**

The proposed revised program was developed by James Hatch, current program manager for cybersecurity and IT program pathways.

The IT Specialist program was originally developed as part of the development of our cybersecurity program under a Trade Adjustment Assistance Community College and Career Training [TAACCCT] Grant that was funded in 2014. Multiple revisions have occurred, but all of them have been fundamentally centered on the need to regularly update specifics of program material and skillsets to match a rapidly evolving industry, rather than making substantive structural changes to the degree. This proposal represents the first such major refocusing, consisting of a removal of CS (programming, software engineering) elements deemed irrelevant to IT Specialists by a review of faculty, program advisory committee members, certification requirements, and industry publications.

James Hatch will continue to oversee the program in its revised state. He holds an MBA with a focus on strategic management, a Master's degree in Information Technology, a Master's degree in Digital Forensics and Cyber Investigation, and has been a full-time faculty member at FCC for 11 years. He will be supported by an instructional cadre consisting of 3 additional full-time faculty members, as well as a large stable of adjunct professors with specific experience in the IT or cybersecurity industries.

**2. Describe educational objectives and learning outcomes appropriate to the rigor, breadth, and (modality) of the program.**

**Program Learning Outcomes:**

Graduates will:

1. Develop a plan that addresses organizational information technology needs.
2. Demonstrate industry-accepted methods to troubleshoot problems associated with an organization's information technology requirements.
3. Explain solutions that satisfy problem requirements.
4. Create policy and procedure that facilitates information technology solution implementation.
5. Integrate hardware, software, and security models that facilitate project outcomes.

**3. Explain how the institution will:**

- a) **provide for assessment of student achievement of learning outcomes in the program**

The College assesses the effectiveness of its academic programs using a well-structured five-year review process, facilitated by an annual "micro-review." In addition, the IT and cybersecurity domain undergoes annual maintenance assessments to maintain parity with the most current industry certification processes. These processes consist of an analysis of program mission, goals, and objectives, assessment of the program according to internal and external data, assessment of the curriculum, assessment of student learning outcomes, assessment of resources

and viability, a summary of key findings and recommendations, a review by two external reviewers, and a submission of a formal action plan. The action plan then serves as the foundation for improvements made to the program over the next four years.

**b) document student achievement of learning outcomes in the program**

Programs collect data from individual courses to record student achievement of learning outcomes based on the established cycles, relevant to the measures identifiable above for each of the learning objectives and program goals. The data collected are evaluated to determine the level of student achievement that has occurred based on the learning outcomes. Data will be analyzed, and updates will be made as deemed necessary.

**4. Provide a list of courses with title, semester credit hours and course descriptions, along with a description of program requirements.**

At the heart of the proposed program is a series of industry certification-based courses. The materials utilized are aligned directly with industry accepted solution providers. In the courses, students' progress is scaffolded along a knowledge path from basic understanding of hardware to more complex and abstract concepts, technique, hardware, software, policy, and procedure.

Specifically, these courses are aligned with Cloud, Security, Hardware, and Software certifications (A+, Net+, Linux+, Cloud+). The bulk of the courses are taught using identical framework master classes so all students taking the class at the same time, even in different classes, are on the same pace and can serve as a resource for group work even if two students meeting up to study the material are from different classes. This way, we have a uniform student experience eliminating confusion between classes and disparate professors, times, places, modalities.

**Information Technology Specialist Area of Concentration within STEM Technology A.A.S.**

**Program Requirements:**

**English**

ENGL 101	English Composition	3
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**Mathematics**

<u>Mathematics Elective (Gen Ed course list)</u>	3
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**Social & Behavioral Sciences**

<u>Social &amp; Behavioral Sciences Elective (Gen Ed course list)</u>	3
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**Arts & Humanities**

<u>Arts Elective (Gen Ed course list)</u>	3
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<u>Humanities Elective (Gen Ed course list) - Recommended course(s) below:</u>	3
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PHIL 208	Business Ethics	
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<u>Communication Elective (Gen Ed course list)</u>	3
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**Biological & Physical Sciences**

<b><u>Biological &amp; Physical Sciences Elective (Gen Ed course list)</u></b>	<b>3</b>
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**Physical Education, Health, or Nutrition Requirement**

<b>Select one PHED, HLTH, or NUTR course</b>	<b>1</b>
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**Concentration Courses**

CMIS 101	<b>Information Systems and Technology</b>	<b>3</b>
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CMIS 111V	<b>Virtualization and Cloud Essentials</b>	<b>3</b>
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CMIS 120	<b>PC Operating Systems</b>	<b>3</b>
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CMIS 121	<b>PC Repair &amp; Diagnostics</b>	<b>3</b>
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CMIS 179	<b>Cybersecurity Fundamentals</b>	<b>3</b>
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<b>or CMIS 218</b>	<b>Information Security</b>	
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CMIS 200	<b>IT Support Services</b>	<b>3</b>
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CMIS 203	<b>Systems Analysis &amp; Design</b>	<b>3</b>
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CMIS 266	<b>Cloud System Administration</b>	<b>3</b>
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CMIS 280	<b>Networking Fundamentals</b>	<b>3</b>
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CMIS 295	<b>Cloud Security</b>	<b>3</b>
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CMSC 105	<b>Introduction to Programming with Python</b>	<b>3</b>
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**Electives**

<b>Select 5 credits of the following:</b>	<b>5</b>
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**Any CMIS, CMSC, BMGT, or MATH course(s)**

BMGT 281	<b>Global Awareness in the Work Environment (recommended)</b>
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EMGT 101	<b>Disaster, Crisis, and Emergency Management</b>
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<b>Total Credits</b>	<b>60</b>
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- Students holding CompTIA A+ Certification may be awarded 6 credits (CMIS 120 PC Operating Systems and CMIS 121 PC Repair & Diagnostics).
- Students holding CompTIA Network+ Certification may be awarded 3 credits (CMIS 280 Networking Fundamentals).
- Students holding CompTIA Security+ Certification may be awarded 3 credits (CMIS 281 Security Fundamentals).
- Students holding CCNA Certification may be awarded 9 credits (CMIS 290 Cisco 1 Introduction to Networks, CMIS 291 Cisco 2 Switching, Routing, and Wireless Essentials, and CMIS 292 Cisco 3 Enterprise Networking, Security, and Automation).

**Guided Pathway:**

<b>Recommended First Semester</b>		<b>Credits</b>
ENGL 101	English Composition <sup>1</sup>	3
<b><u>Mathematics Elective (Gen Ed course list) - Recommended course(s) below: <sup>1</sup></u></b>		<b>3-4</b>
MATH 120	Statistics	
CMIS 101	Information Systems and Technology	3
CMIS 120	PC Operating Systems	3
CMIS 121	PC Repair & Diagnostics	3
<b>Credits</b>		<b>15</b>
<b>Recommended Second Semester</b>		
<b><u>Arts Elective (Gen Ed course list)</u></b>		<b>3</b>
<b><u>Humanities Elective (Gen Ed course list)</u></b>		<b>3</b>
CMIS 111V	Virtualization and Cloud Essentials	3
CMIS 200	IT Support Services	3
CMIS 280	Networking Fundamentals	3
<b>Credits</b>		<b>15</b>
<b>Recommended Third Semester</b>		
<b><u>Biological &amp; Physical Sciences Elective (Gen Ed course list)</u></b>		<b>3-4</b>
<b><u>Communication Elective (Gen Ed course list)</u></b>		<b>3</b>
<b>Select one of the following:</b>		<b>3</b>
CMIS 179	Cybersecurity Fundamentals	
CMIS 218	Information Security	
CMIS 203	Systems Analysis & Design	3
CMIS 266	Cloud System Administration	3
<b>Credits</b>		<b>15-16</b>
<b>Recommended Fourth Semester</b>		
CMSC 105	Introduction to Programming with Python	3
<b><u>Social &amp; Behavioral Sciences Elective (Gen Ed course list)</u></b>		<b>3</b>
<b>Physical Education, Health, or Nutrition Requirement</b>		<b>1,3</b>

Select one of the following:	3
Any CMIS, CMSC, BMGT, or MATH course(s)	
BMGT 281 Global Awareness in the Work Environment (recommended)	
CMIS 295 Cloud Security	3
Select one of the following:	2
Any CMIS, CMSC, BMGT, or MATH course(s)	
EMGT 101 Disaster, Crisis, and Emergency Management	
Credits	15-17
Total Credits	60-64

<sup>1</sup>Take this course within the first 24 credits.

### Course Descriptions for Core Courses:

#### CMIS 101 - Information Systems and Technology (3)

Gen Ed Computer Literacy

*Prerequisites: ENGL 70 or ENGL 75 or (ESOL 72 and ESOL 73) or ESOL 100 OR Co-requisite: ENGL 75 or ESOL 100*

(formerly CIS 101)

Explores the fundamentals of information systems and relevant technologies. This course surveys the terminologies, types, components, functions, architectures, and development life cycle of information systems. Topics include roles, values, impacts, applications, security concerns, social issues, ethics, and responsibilities related to the use of information systems in businesses. Students also learn productivity applications, such as word processing, spreadsheet, presentation, and database software.

#### CMIS 111V - Virtualization and Cloud Essentials (3)

*Prerequisite or Co-requisite: CMIS 101 or CMIS 120*

(formerly CIS 111V)

Surveys the virtualization technology and applications. Introduces the business value and impact of virtualization and cloud computing, essential characteristics of cloud computing, cloud technologies and applications, cloud computing architecture, and cloud service models as well as cloud adoption and deployment. Topics include virtualization concepts, virtualization infrastructure, virtualization in cloud environment, business and technical perspective of cloud computing, cloud models, cloud economics, cloud computing services, and application as well as adoption and deployment of cloud computing. Covers the objectives of Amazon Web Services (AWS) Certified Cloud Practitioner exam and CompTIA Cloud Essentials certification exam.

#### CMIS 120 - PC Operating Systems (3)

*Prerequisite or Co-requisite: CMIS 121 or CIS 212*

(formerly CIS 111M)

Explores the installation, configuration, and operations of operating systems. Students learn to set up, configure, troubleshoot, and maintain hardware devices and software applications on an operating system. Covers the objectives of CompTIA A+ certification exam. It is required that students take this course and CMIS 121 PC Repair & Diagnostics in the same semester.

### **CMIS 121 - PC Repair & Diagnostics (3)**

*Prerequisite or Co-requisite: CMIS 120 or CIS 111M*

(formerly CIS 212)

Introduces diagnosis and troubleshooting of personal computers. This course covers the hardware and software troubleshooting techniques, including diagnosis software, board replacement, storage, and memory troubleshooting. Covers the objectives of CompTIA A+ certification exam. It is required that students take this course and CMIS 120 PC Operating Systems in the same semester.

### **CMIS 179 - Cybersecurity Fundamentals (3)**

*Prerequisites: ENGL 70 or ENGL 75 or (ESOL 72 and ESOL 73) or ESOL 100 OR Co-requisite: ENGL 75 or ESOL 100*

(formerly CIS 179)

Surveys cybersecurity concepts and practices including malware, anti-malware, social engineering, information privacy, data security, and security policies. Students learn to identify cyber threats, threat sources, and threat mitigations as well as protect them from Internet predators. Students will be able to evaluate security policies and procedures.

OR

### **CMIS 218 - Information Security (3)**

*Prerequisite or Co-requisite: (CMIS 105 or CMSC 105) or (CMIS 106 or CMSC 130) or (CMIS 120 or CIS 111M)*

(formerly CIS 218)

Covers the fundamentals of information security and assurance. Topics include cryptography, security architecture and controls, risk management and governance, disaster recovery planning and management, as well as security frameworks, standards, and policies. Students learn to protect information systems from unauthorized access in order to ensure confidentiality, integrity, and availability.

### **CMIS 200 - IT Support Services (3)**

*Prerequisite or Co-requisite: (CMIS 120 or CIS 111M) or (CMIS 121 or CIS 212)*

(formerly CIS 200)

Introduces the fundamentals, operations, roles, and responsibilities of information technology (IT) support services. Students practice problem-solving and communication skills appropriate in the computer user-support environment. Best practices in customer support and professional work habits are emphasized throughout the course. Topics include incident identification, incident management, information collection skills, communication skills, personal skills, technical skills, security skills, troubleshooting skills, training skills, and business skills.

### **CMIS 203 - Systems Analysis & Design (3)**

*Prerequisite: (CMIS 105 or CMSC 105) or CMIS 106 or CMSC 130*



(formerly CIS 203)

Presents concepts of structured systems analysis and design techniques such as problem definition, cost analysis, charting and scheduling, implementation planning and documentation. Emphasizes project management, communication and analytical skills.

### **CMIS 266 - Cloud System Administration (3)**

*Prerequisite or Co-requisite: CMIS 111V or CMIS 120 or CIS 111M*

(formerly CIS 266)

Explores administering cloud platforms and deploying applications on cloud platforms. Students learn to operate, manage, monitor, and secure cloud computing systems such as Amazon Web Services (AWS), as well as deploy and scale applications in cloud environments. Covers the objectives of AWS Certified SysOps Administrator Associate exam.

### **CMIS 280 - Networking Fundamentals (3)**

*Prerequisite or Co-requisite: CMIS 120 or CIS 111M*

(formerly CIS 180)

Reviews hardware, operating systems, and other networking principles. Includes comprehensive networking skill sets necessary for the CompTIA Network exam.

### **CMIS 295 - Cloud Security (3)**

*Prerequisite or Co-requisite: CMIS 111V or CMIS 266 or (CMIS 280 or CIS 180) or (CMIS 290 or CIS 190)*

(formerly CIS 223)

Covers the essentials of the cloud security technologies, mechanisms, and standards/frameworks as outlined by Cloud Security Alliance (CSA) and National Institute of Standards and Technology (NIST) Cloud Computing Security Standards. Surveys cloud governance, certification compliance, and accreditation. Students learn to analyze risk in cloud environments and cloud security solutions, create and secure public and private cloud instances, and secure cloud applications.

### **CMSC 105 - Introduction to Programming with Python (3)**

*Prerequisites: ENGL 70 or ENGL 75 or (ESOL 72 and ESOL 73) or ESOL 100 OR Co-requisite: ENGL 75 or ESOL 100*

(formerly CMIS 105)

Introduces programming and is aimed at students with no prior programming knowledge or skills. Covers basics of programming including variables, decision-making statements, and iterative statements. Students create logical solutions to novel problems using tools such as pseudocode and flowchart. Students write, test, and run elementary programs to solve problems using a high-level programming language.

### **Course Descriptions for Other Required Courses:**

#### **ENGL 101 - English Composition (3)**

Gen Ed English

*Prerequisites: Grade of C in ENGL 70 or ENGL 75 or (ESOL 72 and ESOL 73) or ESOL 100, students must enroll in both ENGL 100 and ENGL 101; Grade of B or better in ENGL 70 or ENGL 75 or (ESOL 72 and ESOL 73) or ESOL 100, students may enroll in ENGL*

*101 without ENGL 100 but may opt to co-enroll in ENGL 100 for additional reading support; or satisfactory performance on the writing assessment and the reading assessment (formerly EN 101)*

Develops students' ability to use writing, reading, research, and thinking processes to create documented essays that demonstrate the conventions of academic writing.

**5. Discuss how general education requirements will be met, if applicable.**

General Education requirements will be met in the degree as outlined in the requirements section above.

**6. Identify any specialized accreditation or graduate certification requirements for this program and its students.**

No certification is required. Individual courses may prepare students for certification example in specific areas, such as CompTIA A+, Net+, Security+, Cloud+, AWS (varies).

**7. If contracting with another institution or non-collegiate organization, provide a copy of the written contract.**

N/A

**8. Provide assurance and any appropriate evidence that the proposed program will provide students with clear, complete, and timely information on the curriculum, course and degree requirements, nature of faculty/student interaction, assumptions about technology competence and skills, technical equipment requirements, learning management system, availability of academic support services and financial aid resources, and costs and payment policies.**

Communication at the program and institutional level is accomplished through publication on the college website, brochures, semester schedules, and the College academic catalog. The College will provide resources to students in the program that other programs offer at the College to provide clear, complete, and precise information. Information regarding curriculum, courses, degree requirements, including suggested sequence pathways, program brochures and handbook, admission information, financial aid resources, and cost and payment policies are available on the college websites.

Information related to faculty/student interactions, assumption of technology competence and skills, technical equipment requirements, and the learning management system can be found under the "Resources" tab on the college website, <https://www.frederick.edu>.

Not only is it essential that the College measure student achievement, but it must also provide students with clear information on how they are expected to achieve each core learning outcome. This is accomplished at the course level through information communicated in the syllabi, which provides a simple matrix outlining the course outcomes being assessed by each graded assignment in a given course.

**9. Provide assurance and any appropriate evidence that advertising, recruiting, and admissions materials will clearly and accurately represent the proposed program and the services available.**

The FCC website is managed by the College marketing department and the academic catalog is managed by the Assistant Dean, Curriculum Systems and Scheduling. Updates of essential program and course information are made in collaboration with all College departments to include Teaching, Learning and Student Success, Student Affairs, Financial Aid, Registration and Records, Student Development, and Enrollment Services. This process ensures the materials available are clear and accurate and contain pertinent information regarding all program offerings and services available.

**H. Adequacy of Articulation** (effective December 2022, must include either a program-specific articulation agreement or a justification for why an articulation agreement is not feasible or applicable; the articulation agreement must be specific to the proposed academic program and must be with another public institution in Maryland.)

**1. If applicable, discuss how the program supports articulation with programs at partner institutions. Provide all relevant articulation agreements.**

The program supports transfer articulations with surrounding 4-year institutions. This would allow FCC to create articulations with any public Maryland Universities that have an Information Technology and/or cybersecurity bachelor's degree. UMGC accepts all credits from the IT Spec AOC Pathway, along with the cybersecurity Pathway, Agreements are in progress with others.

**I. Adequacy of Faculty Resources** (as outlined in COMAR 13B.02.03.11).

**1. Provide a brief narrative demonstrating the quality of program faculty. Include a summary list of faculty with appointment type, terminal degree title and field, academic title/rank, status (full-time, part-time, adjunct) and the course(s) each faculty member will teach (in this program).**

The proposed degree will require oversight by one full-time faculty member who also serves as the program manager. The current Program Manager has been managing the cybersecurity and IT Programs in various capacities of oversight for 11 years. Faculty in the cybersecurity and IT Pathways obtain credentials specific to their respective class assignments which make them uniquely suited for the classes assigned. All program faculty have appropriate degrees, applicable certifications, and practical experience in the field along with substantial teaching experience.

<b>Faculty Name</b>	<b>Appointment Type</b>	<b>Terminal Degree Title and Field</b>	<b>Academic Rank/Title</b>	<b>Status</b>	<b>Courses to be Taught</b>
James Hatch	Faculty	M.S., Digital Forensics/Cyber Investigation; M.S., Information Technology; MBA	Associate Professor	Full-time	Can teach all Cyber and IT related classes
Rebecca Parker	Faculty	M.S., Digital Forensics/Cyber Investigation	Associate Professor	Full-time	Able to teach all Cyber and IT related classes
Lisa Hawkins	Faculty	Ph.D., Information Technology	Professor	Full-time	Can teach all IT related classes
Susan Johnson	Faculty	B.S., Computer Science	Professor	Full-time	Can teach all IT related classes
Antonio Punturiero	Adjunct	B.S., Cybersecurity; Multiple Industry Certifications	Adjunct	Part-time	Can Teach all IT and Cyber related classes
David Olson	Adjunct	M.S., Information Systems	Adjunct	Part-time	Can Teach all IT and Cyber related classes
David Bennett	Adjunct	M.S., Computer Forensics	Adjunct	Part-time	Can Teach all IT and Cyber related classes
Kevin Trigger	Adjunct	M.S., Computer Information Systems	Adjunct	Part-time	Focuses on Entry Level IT classes
Phillip Dahlheimer	Adjunct	B.S., Computer Science	Adjunct	Part-time	Can teach entry level IT classes
Fernando Seminario	Adjunct	M.S., Information Systems; Networking;	Adjunct	Part-time	Can teach all IT related Classes

		Several Certifications			
Emily Corcoran	Adjunct	B.S., Biochemistry; A+ Certification; Turing School Certificate	Adjunct	Part-time	Can teach entry level IT classes
Melvin Baker	Adjunct	Maryland Masters Equivalent in IT	Adjunct	Part-time	Can teach entry level IT classes, CISCO to CCNA
Rabiha Kayed	Adjunct	M.S., Computer Science	Adjunct	Part-time	Can teach entry level IT classes
Stephani Stockman	Adjunct	M.S., Information Technology	Adjunct	Part-time	Can teach all IT and some Cyber related Classes

**2. Demonstrate how the institution will provide ongoing pedagogy training for faculty in evidenced-based best practices, including training in:**

- a) Pedagogy that meets the needs of the students**
- b) The learning management system**
- c) Evidenced-based best practices for distance education, if distance education is offered.**

Through the Center for Teaching and Learning (CTL) and the Diversity, Equity, and Inclusion office, Teaching, Learning and Student Success offers adjunct and full-time faculty a responsive, innovative system of professional development in teaching and learning that reflects the characteristics and needs of FCC students. Blackboard is used as the College's learning management system.

Pedagogy and evidence-based practices programming includes:

- New full-time faculty orientation, a yearlong series focused on introducing new full-time faculty to best practices in teaching and learning, and the policies, procedures, and practices of the College
- New adjunct faculty orientation, adjunct faculty professional development evenings, and for adjuncts only monthly themed gatherings
- Professional development services, provides teaching and learning resources, consultations, facilitates conference funding approval, houses Alternative Credit

Approval Team (ACAT), and supports the organization of Academic Affairs Faculty and Leadership Retreats.

- Teaching and Learning Hours, four tracks of professional development sessions designed to inspire faculty to engage student minds and support their success through active learning, innovation, and scholarship, including Culturally Responsive Teaching and Cultural and Global Competence Development; Scholarship of Teaching and Learning; Technology, Teaching and Innovation; and Faculty Leadership and Academic Management.
- CTL Faculty Scholars Program, designed to support the professional development needs of full-time and adjunct faculty by providing faculty subject matter experts the opportunity to create and deliver Teaching and Learning Hours in support of professional development priorities.
- Academic department chairs, program managers, and fellow faculty provide discipline specific training and professional development for adjunct and full-time faculty such as lab safety, clinical orientation, outcomes assessment, curricular requirements, and equipment use.
- Further, full-time faculty are supported in their pathways to promotion through the Faculty Appointment and Promotion Process. The myriad pathways to promotion include alternative credit options which are approved by ACAT.
- Finally, in collaboration with Human Resources Employee Development Advisory Team (EDAT) and other college stakeholders, Academic Affairs ensures that development of faculty and staff by supporting the orientation of new employees; the ongoing training of faculty and staff on college policies and procedures, business practices, wellness, and hiring.

**J. Adequacy of Library Resources** (as outlined in COMAR 13B.02.03.12).

- 1. Describe the library resources available and/or the measures to be taken to ensure resources are adequate to support the proposed program. *If the program is to be implemented within existing institutional resources, include a supportive statement by the President for library resources to meet the program's needs.***

No new holdings will be needed for this program update. The Library has a robust collection of print and ebooks. Collection development guidelines are focused on supporting the curriculum of the College, and resources are allotted to fulfill faculty and program requests to update materials as needed. Additionally, as has already been done with the core learning materials for the main program-required courses, the IT Specialist program faculty have the ability to develop open educational resources for a variety of discipline-related topics. This capacity will further insulate the Library from being affected by this revision, as not only will the current program needs be fulfilled by current resources, any new resources that may be identified as necessary in the future will be able to be created in-house.

The President supports the adequacy of library resources to meet this program's needs. President Cheek stated, "I fully support the updated IT Specialist program and confirm that our current library resources are sufficient to meet its needs. The College remains committed to providing ongoing support to ensure library collections continue to align with academic programs."

**K. Adequacy of Physical Facilities, Infrastructure and Instructional Equipment (as outlined in COMAR 13B.02.03.13)**

- 1. Provide an assurance that physical facilities, infrastructure and instruction equipment are adequate to initiate the program, particularly as related to spaces for classrooms, staff and faculty offices, and laboratories for studies in the technologies and sciences. If the program is to be implemented within existing institutional resources, include a supportive statement by the President for adequate equipment and facilities to meet the program's needs.**

The program shares excellent facilities with the college's information technology and cybersecurity programs. This includes classroom/lab facilities fully equipped with computers and audiovisual instructional equipment. A robust virtual lab environment allows students to explore IT concepts digitally and helps keep the physical footprint of the program manageable, even as it expands.

The President of the College supports the adequacy of equipment and facilities to meet this program's needs. President Cheek stated, "I affirm that the College's existing facilities and instructional resources are fully adequate to support the IT Specialist program. Classrooms, labs, and virtual environments are in place to meet current and future instructional needs, and the institution remains committed to maintaining and supporting these resources."

- 2. Provide assurance and any appropriate evidence that the institution will ensure students enrolled in and faculty teaching in distance education will have adequate access to:**
  - a) An institutional electronic mailing system, and**
  - b) A learning management system that provides the necessary technological support for distance education**

The program is capable of distance education/fully online modalities, it is the policy of the program to have entry level classes in multiple modalities, some courses in the program may be offered online and all have a companion Blackboard course site wherein the in-person class is matched to the online/hybrid structure so there are no disparities between what is learned online versus hybrid. At the time of registration, all students will sign up for their myFCC account to gain access to the myFCC Student Portal, and are issued an FCC email address for electronic mail communication. During their respective orientations and regularly thereafter, students and faculty are strongly encouraged to sign up to the College emergency and closing alert system "FCC Alerts". In the event of a campus emergency or weather-related school closing, FCC Alert subscribers receive text, phone call, and/or email notifications.

FCC utilizes Blackboard as its Learning Management System (LMS) and provides IT assistance to students for technological support. Blackboard LMS allows faculty to administer and teach courses online by providing students with access to course materials and the ability to interact with their peers/faculty through the LMS. Blackboard Collaborate is the primary web conferencing platform for instruction. Zoom is also available for

programs with specific requirements that cannot be met through Blackboard Collaborate. All faculty are issued an FCC email and expected to communicate with students through either the College's email or the LMS communication features.

The student portal has easy access links to the LMS Online Learning tool, Microsoft Outlook Email, PeopleSoft Registration and Student Account, IT Help Desk, and more.

**L. Adequacy of Financial Resources with Documentation** (as outlined in COMAR 13B.02.03.14)

**1. Complete [Table 1: Resources and Narrative Rationale](#). Provide finance data for the first five years of program implementation. Enter figures into each cell and provide a total for each year. Also provide a narrative rationale for each resource category. If resources have been or will be reallocated to support the proposed program, briefly discuss the sources of those funds.**

<b>TABLE 1: PROGRAM RESOURCES</b>					
<b>Resource Categories</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
1. Reallocated Funds	\$0	\$0	\$0	\$0	\$0
2. Tuition/Fee Revenue* (c + g below)	\$166,264	\$184,744	\$207,830	\$228,627	\$279,433
a. Number of F/T Students	20	22	25	27	33
b. Annual Tuition/Fee Rate	\$4,606	\$4,606	\$4,606	\$4,606	\$4,606
c. Total F/T Revenue (a x b)	\$92,120	\$101,332	\$115,150	\$124,362	\$151,998
d. Number of P/T Students	32	36	40	45	55
e. Credit Hour Rate	\$165.50	\$165.50	\$165.50	\$165.50	\$165.50
f. Annual Credit Hours	14	14	14	14	14
g. Total P/T Revenue (d x e x f)	\$74,144	\$83,412	\$92,680	\$104,265	\$127,435
3. Grants, Contracts & Other External Sources	\$0	\$0	\$0	\$0	\$0
4. Other Sources	\$0	\$0	\$0	\$0	\$0
<b>TOTAL (Add 1 – 4)</b>	<b>\$166,264</b>	<b>\$184,744</b>	<b>\$207,830</b>	<b>\$228,627</b>	<b>\$279,433</b>



## **RESOURCES NARRATIVE RATIONALE**

### **Reallocated Funds**

No funds will need to be reallocated.

### **Staffing (Administrative, Faculty, and Support)**

Currently the program has in place 4 full-time faculty members 100% committed to the program which can only be expressed as tied directly to the cybersecurity pathway as the classes can be interchanged freely until the concentration classes in cybersecurity are required. We suggest a simple 50% in IT Spec and 50% in cybersecurity, however it depends on teaching assignment from semester to semester. 1 full-time faculty member who teaches is about 40% committed to the two programs, and 10 adjuncts who will be used to teach courses within the IT Spec program and the Cybersecurity program. We have one administrative and one support staff who are already assigned to work and support this program in addition to several others, and will continue to be. We anticipate no additional funding will be required in its current configuration. We reserve the opportunity to request additional funds should the landscape change requiring additional hardware and miscellany in support of program outcomes.

### **Tuition and Fee Revenue**

Tuition revenue is estimated using projected enrollments from section C 4 with full-time and part-time students calculated based on the average percentage of full-time (38%) and part-time (62%) students at FCC and the average number of credits taken by full-time (28 credits/year) and part-time students (14 credits per year). Tuition and fees were estimated at the current in county rate of \$165.50/credit.

### **Grants and Contracts**

Not applicable

### **Other Sources**

Not applicable

### **Total Year**

No assumptions have been made for tuition, fees, salaries or general expenditure cost increases.

*It is important to note that the revenue estimated here is for enrollments in this program only, but the expenses in Table 2 represent expenses across multiple information technology programs. Because faculty teach across multiple programs with many shared courses, the costs are co-mingled.*

2. Complete **Table 2: Program Expenditures and Narrative Rationale**. Provide finance data for the first five years of program implementation. Enter figures into each cell and provide a total for each year. Also provide a narrative rationale for each expenditure category.

<b>TABLE 2: PROGRAM EXPENDITURES:</b>					
<b>Expenditure Categories</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
1. Faculty (b + c below)	\$481,791	\$496,347	\$511,238	\$526,575	\$542,373
a. Number of FTE	6.4	6.4	6.4	6.4	6.4
b. Total Salary	\$363,280	\$374,178	\$385,404	\$396,966	\$408,875
c. Total Benefits	\$118,511	\$122,169	\$125,834	\$129,609	\$133,498
2. Admin. Staff (b + c below)	0	0	0	0	0
a. Number of FTE	0	0	0	0	0
b. Total Salary	0	0	0	0	0
c. Total Benefits	0	0	0	0	0
3. Support Staff (b + c below)	\$30,790	\$31,656	\$32,606	\$33,595	\$34,591
a. Number of FTE	0.4	0.4	0.4	0.4	0.4
b. Total Salary	\$23,009	\$23,699	\$24,410	\$25,142	\$25,896
c. Total Benefits	\$7,781	\$7,957	\$8,196	\$8,453	\$8,695
4. Technical Support and Equipment	0	0	0	0	0
5. Library	0	0	0	0	0
6. New or Renovated Space	0	0	0	0	0
7. Other Expenses	0	0	0	0	0
TOTAL (Add 1 – 7)	\$512,581	\$528,003	\$543,844	\$560,170	\$576,964

### **PROGRAM EXPENDITURES NARRATIVE RATIONALE**

#### **Faculty**

We must make it clear that the numbers in the table presented above do not consider the IT Specialist program entirely distinct from the Cybersecurity pathway, and because of that, the faculty and support are comingled. This should be interpreted as the costs of operations of ALL CMIS courses involved in ALL IT and cybersecurity-related pathways. There are 3 full-time faculty members who teach 100% within the program pathways requirements. There is one other full-time faculty member who teaches some classes within the program's pathways. Therefore, the number of FTEs is rated for the first two years at 3.4. There are 10 adjuncts that teach specialized classes that are required for the complex requirements of the program, at a rate of 3

FTE, for a total of 6.4 FTE. Ultimately, faculty across the Pathways that are intertwined teach over 1,000 student enrollments per semester.

*It is important to note that the expenses in Table 2 represent expenses across multiple information technology programs. Because faculty teach across multiple programs with many shared courses, the expenses are co-mingled. Revenue in Table 1 is only included for this program and not for the other programs.*

Costs for salaried faculty include salary and 3% COLA added to current salary for year 1 and then each year after (Year 1 = \$363,280, Year 2 = \$374,178, Year 3 = \$385,404, Year 4 = \$396,966, Year 5 = \$408,875). The total salary also includes adjunct faculty pay (Year 1 = \$81,000, Year 2 = \$83,430, Year 3 = \$85,933, Year 4 = \$88,511, Year 5 = \$91,166), which is based on a projected cost of 90 adjunct credits in each academic year at approximately \$900 per credit.

The benefits for full-time faculty are based on 7.65% FICA and 27% benefits (Year 1 = \$118,511, Year 2 = \$122,169, Year 3 = \$125,834, Year 4 = \$129,609, Year 5 = \$133,498). Total benefits also include FICA for adjuncts at 7.65% (Year 1 = \$6,197, Year 2 = \$6,382, Year 3 = \$6,574, Year 4 = \$6,771, Year 5 = \$6,974) but no benefits for adjuncts.

### **Administrative Staff**

The full-time faculty member is also the program manager. The AOM for this area is accounted for under Support Staff.

### **Support Staff**

These figures combine costs of two employees providing support divided over 5 programs. The salaries include a 3% COLA added in each year. The salaries and the cost of benefits are divided over the 5 programs they support. It should be noted that each of the other four programs these individuals support is larger, and therefore consumes more of their time, than Computer Science; these figures are, therefore, conservative and should be thought of as upper bounds.

### **Other Expenses**

Not applicable

## **M. Adequacy of Provisions for Evaluation of Program** (as outlined in COMAR 13B.02.03.15).

### **1. Discuss procedures for evaluating courses, faculty and student learning outcomes.**

In addition to the standard surveys and evaluations run by the college, each core course conducts a Retrospective discussion with the students at the end of each term, in which their feedback is respectfully solicited and discussed. Many valuable improvements have already come out of these conversations.

### **2. Explain how the institution will evaluate the proposed program's educational effectiveness, including assessments of student learning outcomes, student retention, student and faculty satisfaction, and cost-effectiveness.**

<b>Continuous Program Evaluations</b>					
<b>Data for Review</b>	<b>Frequency</b>	<b>Timeframes</b>	<b>Data Source</b>	<b>Data Collector</b>	<b>Reporting</b>
Student Course Evals	Each semester	1 week after term ends	Evaluation Kit in Blackboard	Faculty and HES Program Manager	Included in faculty evaluations, faculty meetings, PAC Meetings
Faculty Observations/ Evaluations	Annually for faculty	Faculty evaluations – week after term ends	Direct classroom observations, student course evals	Program Manager	Annual Faculty Evaluation
Graduation Exit Survey	Annually	Last week of graduation term	Survey results	Program Manager	Faculty Meetings, PAC Meetings
6-month graduate survey	Annually	6-months following end of graduation term	Survey results	Program Manager	Faculty Meetings, PAC Meetings
Enrollment Data	Each semester	1 week after term start	PeopleSoft (PS)	Program Manager	Faculty Meetings, PAC Meetings
Graduation Data	Annually	June	PS/OPAIR	OPAIR Staff	Faculty Meetings, PAC Meetings
Retention Rate	Annually	June	PS/OPAIR	OPAIR staff	Faculty Meetings, PAC Meetings
Completion Rate	Annually	June	PS/OPAIR	OPAIR Staff	Faculty Meetings, PAC Meetings

<b>Data for Review</b>	<b>Frequency</b>	<b>Timeframes</b>	<b>Data Source</b>	<b>Data Collector</b>	<b>Reporting</b>
Program Mission, Goals, Student Learning Outcomes	Annually	Fall PAC Meeting	Various	Program Manager and other faculty	Website, Faculty meetings, PAC Meeting
Formal Program Review	Every 5 years	October-June	All data sources identified	Faculty; PAC subcommittee	PAC Meetings; Dean of Health, Business, Technology, and Science
Additional Tracking	Ongoing	Throughout each term		HES Faculty and Staff	

**N. Consistency with the State’s Minority Student Achievement Goals** (as outlined in COMAR 13B.02.03.05).

**1. Discuss how the proposed program addresses minority student access & success, and the institution’s cultural diversity goals and initiatives.**

FCC has long been committed to the recruitment and retention of minority students and providing a learning environment that is open, welcoming, and supportive of cultural diversity. Its strategic plan includes the following goals:

- *strengthen faculty and staff technology skills, cultural competence, instructional effectiveness, leadership, and innovation*
- *eliminate the achievement and opportunity gaps for underrepresented students and emerging populations*
- *increase student cultural and global competence through innovation and alignment of curricular and co-curricular programming.*
- *optimize enrollment in all learning environments with intentional focus on underrepresented and emerging populations by enhancing access, improving success, and accelerating completion.*

We believe that this new program strongly supports these goals. The new program emphasizes hybrid instruction and one-on-one tutoring (in labs) which is better suited to these students’ needs than a strictly online format. It provides a solid foundation in problem solving and programming skills spread over three semesters as opposed to two, which is a more accessible learning curve. Likewise, removing unnecessarily difficult “gate” coursework in the initial semester and replacing it with additional field-relevant skills helps to broaden access, and minimize the deterrence of a minority student who may see a gate course like that as reinforcement that they aren’t welcome or “don’t belong” in the IT space.

With the emphasis on pair programming and group work, the new program allows minority students to be paired up with those who may have enjoyed stronger high school preparation, which is to the benefit of both. And by replacing job-irrelevant content with additional courses leading to new certifications in the field, the pathway from start to success (whether career or transfer) for minority students involves fewer detours, and provides a stronger base of skills from which to succeed.

**O. Relationship to Low Productivity Programs Identified by the Commission:**

- 1. If the proposed program is directly related to an identified low productivity program, discuss how the fiscal resources (including faculty, administration, library resources and general operating expenses) may be redistributed to this program.**

Not applicable. The proposed program is not related to an identified low productivity program.

**P. Adequacy of Distance Education Programs (as outlined in COMAR 13B.02.03.22)**

- 1. Provide affirmation and any appropriate evidence that the institution is eligible to provide Distance Education.**

While the proposed program is not a distance education/fully online, program, FCC has been approved to offer distance education programs by both the Maryland Higher Education Commission and the Middle States Commission on Higher Education.

Quality assurance of the online courses is maintained formally with the Quality Matters (QM) course review protocol. The Colleges Institutional Values, Mission, Vision, and Strategic Goals guide the delivery of all instruction regardless of the delivery format. For more than 15 years, the College has demonstrated a commitment to offering a successful, high-quality online program with an appropriate academic and technical infrastructure.

Online learning has become an integral part of teaching and learning at FCC. Budget allocations support curriculum development, Quality Matter course reviews, faculty training, and learning object database subscriptions. As part of the Center for Teaching and Learning, the Online Learning and Learning Innovation (OLLI) unit is fully integrated into the curriculum, governance, and administrative processes of the College. FCC faculty teaching online courses receive individual training and course development and guidelines from OLLI.

- 2. Provide assurance and any appropriate evidence that the institution complies with the C-RAC guidelines, particularly as it relates to the proposed program.**

In compliance with C-RAC guidelines, all online instructors are subject to a peer course evaluation, and instructors can apply for Quality Matters certification. Students evaluate each course at the end of each semester. Program managers, department chairs, the AVP/Deans in Academic Affairs and the Provost have access to each student course evaluation in their area. Student feedback is used for course and program improvement, and faculty are expected to reflect on student evaluations in their annual self-evaluation. Program-level evaluation for Distributed Learning is ongoing and is documented in detail in a series of annual or bi-annual reports by the Center for Distributed Learning. The Quality Matters (QM) Peer Review protocol is at the center of the College's quality assurance efforts in course design. The QM protocol is

based on a rubric with 43 key quality standards for an online course. The standards are used to peer-review existing online courses at FCC, to guide the design of new courses, and shape the training of online faculty. Sixty-nine percent of fully online courses have been formally QM reviewed.

A protocol for re-reviewing QM courses with expired review terms is in place. The College has made every effort to comply with relevant federal and state regulations for its Program of Online Courses, for example, the efforts to comply with Substantive Change in Degree Programs, ADA compliance requirements, compliance with the federal definition of a Credit Hour, compliance with current copy right provisions, and USDOE's State Authorization Regulations. As a member of Maryland Online (MOL), FCC is part of two interconnected contractual arrangements with MOL and Quality Matters (QM). The MOL course-sharing initiative (Seatbank) provides students from different Maryland Community Colleges with greater access to distance learning opportunities. Colleges share distance learning courses with the expectation that the shared courses meet the same quality standards as articulated in the rubric updated biannually for QM's peer review process.







**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Dr. Anne P. Davis, Provost and Vice President for Teaching, Learning and Student Success

**Date:** June 11, 2025

**Subject:** **Consent Item**  
Substantial Modification to Information Security & Assurance Certificate

**Board Policy:** E-1 Ends

## **RECOMMENDATION**

Approval of the proposed substantial modification to the Information Security & Assurance Certificate

## **OVERVIEW**

The Maryland Higher Education Commission (MHEC) requires the approval/endorsement of substantial modifications to degree and certificate programs by the College's governing board.

The substantial modifications to this certificate program have been approved by the Curriculum Committee, Provost, and President and are being presented to the Board of Trustees for approval.

## **ANALYSIS**

- The field of technology, specifically cybersecurity, is changing rapidly. The Information Security & Assurance Certificate had not undergone major revision since 2011 and contained outdated and unnecessary requirements. The updated curriculum now offers a solid foundation for entering the workforce and a pathway to achieving the Associate of Applied Science (A.A.S.) STEM Technology degree.
- The program modifications better align outcomes with evolving industry needs, provide students with the foundational knowledge, skills, and abilities necessary for entry level employment, and lead to three distinct industry certifications.
- The curriculum emphasizes access, success, and innovation through integration of Open Educational Resources (OERs), open lab resources, and faculty-designed

learning experiences supporting student outcomes.

1. Employment demand for graduates in the field is strong. The Bureau of Labor Statistics projects 356,700 annual job openings, nationally, in computer and IT fields and 24.6% job growth locally in Frederick County through 2033.
  - Currently, the median salary for entry level Information Security and Assurance positions in the IT field locally is \$76,000, with higher salaries in the broader Washington, DC and Baltimore metro region.

**ATTACHMENT(S)**

MHEC proposal – Information Security & Assurance Certificate

**MHEC Proposal – Certificate in Existing Degree Program  
Information Security and Assurance  
Certificate under STEM Technology Associate of Applied Science (A.A.S.) Degree  
Substantial Modification**

**(a) Explain the centrality of the proposed certificate program to the mission of the institution**

Information Security & Assurance (IS&A) Certificate under the STEM Technology Associate of Applied Science (A.A.S.) degree is designed to meet the growing demand in the field. The IS&A Certificate is designed to prepare students to start their career in cybersecurity and information technology as a multi-skilled practitioner and analyst who is competent in information security, with skills developed around detecting and mitigating threats, designing and implementing policy and procedure, and hardening systems from unauthorized access. The substantial modification to the certificate program directly supports the mission of Frederick Community College by preparing an increasingly diverse student body to complete their goals of workforce preparation, in response to the needs of our local, regional, and global communities.

**(b) Provide evidence of the market demand for the proposed certificate program**

The U.S. Bureau of Labor Statistics projects this field to grow “much faster than average” for all occupations to its reporting range of 2033. About 356,700 openings for information technology, computer science, and cybersecurity are projected. A review of the labor market on a local and regional level (eight counties including Baltimore, Carroll, Frederick, Howard, Montgomery, Washington, and Adams) shows aggressive job posting demand over a deep supply of jobs. In fact, our area is a “hotspot” for this type of job. According to Lightcast.io (2025) the national average for a geographical area this size is 1,897 employees, while there are 5,040 in our region. Additionally, the projected job growth from 2025 to 2033 is 14.2% for the eight counties and 24.6% for Frederick County alone. This exceeds the projected national growth average (which is 18.6%) over the same period. The median salary advertised for entry-level positions in our area is \$76,000.

**(c) Set out the curriculum design**

The proposed program modifications, as outlined below, will provide students with the knowledge, skills, and abilities necessary to grow and lead in the domain. Further, completion of the pathway courses CMIS 111V, CMIS 266, and CMIS 295 lead to three distinct industry AWS Cloud certifications as well as CompTIA Cloud+ certification, while CMIS 120/121 lead to the CompTIA A+ certification.

**Information Security and Assurance Certificate**

**Program Requirements:**

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**Departmental Requirements**

CMIS 111V	Virtualization and Cloud Essentials	3
CMIS 120	PC Operating Systems	3
CMIS 121	PC Repair & Diagnostics	3
CMIS 218	Information Security	3
CMIS 266	Cloud System Administration	3
CMIS 295	Cloud Security	3
<b>Total Credits</b>		<b>21</b>

**Guided Pathway:**

<b>Recommended First Semester</b>		<b>Credits</b>
CMIS 101	Information Systems and Technology	3
CMIS 120	PC Operating Systems	3
CMIS 121	PC Repair & Diagnostics	3
CMIS 111V	Virtualization and Cloud Essentials	3
<b>Credits</b>		<b>12</b>
<b>Recommended Second Semester</b>		
Select one of the following:		3
CMIS 218	Information Security	
CMIS 266	Cloud System Administration	3
CMIS 295	Cloud Security	3
<b>Credits</b>		<b>9</b>
<b>Total Credits</b>		<b>21</b>

**Course Descriptions:****CMIS 101 - Information Systems and Technology (3)**

Gen Ed Computer Literacy

*Prerequisites:* ENGL 70 or ENGL 75 or (ESOL 72 and ESOL 73) or ESOL 100 OR Co-requisite: ENGL 75 or ESOL 100

(formerly CIS 101)

Explores the fundamentals of information systems and relevant technologies. This course surveys the terminologies, types, components, functions, architectures, and development life

cycle of information systems. Topics include roles, values, impacts, applications, security concerns, social issues, ethics, and responsibilities related to the use of information systems in businesses. Students also learn productivity applications, such as word processing, spreadsheet, presentation, and database software.

### **CMIS 111V - Virtualization and Cloud Essentials (3)**

*Prerequisite or Co-requisite:* CMIS 101 or CMIS 120  
(formerly CIS 111V)

Surveys the virtualization technology and applications. Introduces the business value and impact of virtualization and cloud computing, essential characteristics of cloud computing, cloud technologies and applications, cloud computing architecture, and cloud service models as well as cloud adoption and deployment. Topics include virtualization concepts, virtualization infrastructure, virtualization in cloud environment, business and technical perspective of cloud computing, cloud models, cloud economics, cloud computing services, and application as well as adoption and deployment of cloud computing. Covers the objectives of Amazon Web Services (AWS) Certified Cloud Practitioner exam and CompTIA Cloud Essentials certification exam.

### **CMIS 120 - PC Operating Systems (3)**

*Prerequisite or Co-requisite:* CMIS 121 or CIS 212  
(formerly CIS 111M)

Explores the installation, configuration, and operations of operating systems. Students learn to set up, configure, troubleshoot, and maintain hardware devices and software applications on an operating system. Covers the objectives of CompTIA A+ certification exam. It is required that students take this course and CMIS 121 PC Repair & Diagnostics in the same semester.

### **CMIS 121 - PC Repair & Diagnostics (3)**

*Prerequisite or Co-requisite:* CMIS 120 or CIS 111M  
(formerly CIS 212)

Introduces diagnosis and troubleshooting of personal computers. This course covers the hardware and software troubleshooting techniques, including diagnosis software, board replacement, storage, and memory troubleshooting. Covers the objectives of CompTIA A+ certification exam. It is required that students take this course and CMIS 120 PC Operating Systems in the same semester.

### **CMIS 218 - Information Security (3)**

*Prerequisite or Co-requisite:* (CMIS 105 or CMSC 105) or (CMIS 106 or CMSC 130) or (CMIS 120 or CIS 111M)  
(formerly CIS 218)

Covers the fundamentals of information security and assurance. Topics include cryptography, security architecture and controls, risk management and governance, disaster recovery planning and management, as well as security frameworks, standards, and policies. Students learn to protect information systems from unauthorized access in order to ensure confidentiality, integrity, and availability.

### **CMIS 266 - Cloud System Administration (3)**

*Prerequisite or Co-requisite:* CMIS 111V or CMIS 120 or CIS 111M

(formerly CIS 266)

Explores administering cloud platforms and deploying applications on cloud platforms. Students learn to operate, manage, monitor, and secure cloud computing systems such as Amazon Web Services (AWS), as well as deploy and scale applications in cloud environments. Covers the objectives of AWS Certified SysOps Administrator Associate exam.

### **CMIS 295 - Cloud Security (3)**

*Prerequisite or Co-requisite:* CMIS 111V or CMIS 266 or (CMIS 280 or CIS 180) or (CMIS 290 or CIS 190)

(formerly CIS 223)

Covers the essentials of the cloud security technologies, mechanisms, and standards/frameworks as outlined by Cloud Security Alliance (CSA) and National Institute of Standards and Technology (NIST) Cloud Computing Security Standards. Surveys cloud governance, certification compliance, and accreditation. Students learn to analyze risk in cloud environments and cloud security solutions, create and secure public and private cloud instances, and secure cloud applications.

#### **(d) Show that adequate faculty resources exist for the proposed certificate program**

<b>Faculty Name</b>	<b>Appoint ment Type</b>	<b>Terminal Degree Title and Field</b>	<b>Academic Rank/Title</b>	<b>Status</b>	<b>Courses to be Taught</b>
James Hatch	Faculty	M.S., Digital Forensics/Cyber Investigation; M.S., Information Technology; MBA	Associate Professor	Full-time	Can teach all Cyber and IT related classes.
Rebecca Parker	Faculty	M.S., Digital Forensics/Cyber Investigation	Associate Professor	Full-time	Able to teach all Cyber and IT related classes.
Lisa Hawkins	Faculty	Ph.D., Information Technology	Professor	Full-time	Can teach all IT related classes
Susan Johnson	Faculty	B.S., Computer Science	Professor	Full Time	Can teach all IT related classes
Antonio Punturiero	Adjunct	B.S., Cybersecurity; Multiple Industry	Adjunct	Part-Time	Can Teach all IT and Cyber related classes

		Certifications			
David Olson	Adjunct	M.S., Information Systems	Adjunct	Part-Time	Can Teach all IT and Cyber related classes
David Bennett	Adjunct	M.S., Computer Forensics	Adjunct	Part-Time	Can Teach all IT and Cyber related classes
Kevin Trigger	Adjunct	M.S., Computer Information Systems	Adjunct	Part-Time	Focuses on Entry Level IT classes
Phillip Dahlheimer	Adjunct	B.S., Computer Science	Adjunct	Part-Time	Can teach entry level IT classes
Fernando Seminario	Adjunct	M.S., Information Systems; Networking; Several Certifications	Adjunct	Part-Time	Can teach all IT related Classes
Melvin Baker	Adjunct	Maryland Masters Equivalent in IT	Adjunct	Part-Time	Can teach entry level IT classes, CISCO to CCNA
Rabiha Kayed	Adjunct	M.S., Computer Science	Adjunct	Part-Time	Can teach entry level IT classes
Stephani Stockman	Adjunct	M.S., Information Technology	Adjunct	Part-Time	Can teach all IT and some Cyber related Classes







**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Greg Enloe, Executive Director for Development and the FCC Foundation

**Date:** June 11, 2025

**Subject:** **Consent Item**

Approval of Award of RFP #25-FD-01 for Consulting Services for FCC Foundation Feasibility Study to Bentz, Whaley, Flessner and Associates, Inc. (BWF)

**Board Policy:** E-1 Ends and EL – 4 Financial Conditions and Activities

## **RECOMMENDATION**

Recommend approval Award of RFP #25-FD-01 Consulting Services for FCC Foundation Feasibility Study to BWF in the amount of \$105,618.

## **OVERVIEW**

In today's higher education environment, it is essential for community colleges to strengthen their capacity to generate alternative sources of revenue, particularly through philanthropy. Several key factors underscore the growing importance of building this capacity:

- Expanding student needs
- Workforce development demands
- Declining public funding
- Strategic flexibility (unrestricted gifts provide the institution with flexibility to invest in innovation and institutional priorities)
- Sustainability and long-term planning (a strong philanthropic base supports endowments and long-range initiatives)

A feasibility study is a strategic tool to assess the viability and potential success of a possible capital campaign or endowment growth effort. In FY25, the College and the Foundation conducted a Request for Proposals (RFP) to secure a consulting firm to lead a comprehensive campaign planning and feasibility study. The purpose of the study will be to evaluate the College's capacity for future fundraising initiatives and a broad-based campaign. This effort aligns with the College's future-ready capacity building activities and other planning aimed at meeting the current and future higher education and workforce development needs of Frederick County. These mission-aligned endeavors will require a significant investment of resources, including philanthropic support.

## **ANALYSIS**

BWF brings over 40 years of experience working with nonprofits, with a strong focus on educational institutions. Their customized services include an internal audit of the College's donor database, interviews with both internal and external stakeholders, and a comprehensive analysis of the Frederick community—particularly examining current and future campaigns by local nonprofits, as well as funding and fundraising trends. Based on the results of this research, BWF professionals will collaborate with the Development staff, members of the Foundation Board, and the College's senior leadership team to develop a compelling case for support, which will serve as the foundation for planning the College's next comprehensive, multi-year campaign.

## **ATTACHMENT(S)**

No attachments



**To:** Board of Trustees Frederick Community College

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Chris Kielt, Interim Chief Information Officer

**Date:** June 11, 2025

**Subject:** **Consent Item**  
Piggyback contract with Astute Business Solutions (Astute), for  
PeopleSoft Oracle Cloud licensing in the amount of \$110,000

**Board Policy:** EL-4 Financial Conditions and Activities; EL-9 Asset Protection

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the use of the Midwest Higher Education Consortium agreement; Contract: MHEC US-OMA-1164550; with Astute Business Solutions, for annual PeopleSoft Oracle Cloud licensing in the amount of \$110,000 for year one (FY 2026). Funds are available in the FY 2026 IT budget. This is an annual year-to-year renewal based on usage. Future annual costs may increase as much as 10-15% depending on usage.

**OVERVIEW:**

The College's PeopleSoft Enterprise Resource Planning (ERP) System environments reside in the Oracle Cloud Infrastructure (OCI) which requires annual licensing fees for server and environment hosting.

**ANALYSIS:**

The College's PeopleSoft environments and associated servers are hosted on OCI, which delivers robust redundancy, superior service levels, automation, and industry-leading security and support. In addition, the Cloud environment provides elasticity, which is the ability to change computing resources. The College could increase computing resources during peak times such as registration and then decrease those resources to save on costs. This agreement covers the annual licensing fees for the OCI environment.

**ATTACHMENT(S)**

No attachments





**To:** Board of Trustees Frederick Community College

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Chris Kielt, Interim Chief Information Officer

**Date:** June 11, 2025

**Subject:** **Consent Item**  
Piggyback contract for new reseller agreement with Bell Techlogix for the remaining three years of the Maryland Education Enterprise Consortium (MEEC) Microsoft agreement in the amount of \$120,049.52

**Board Policy:** EL-4 Financial Conditions and Activities; EL-9 Asset Protection

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the use of the Maryland Education Enterprise Consortium agreement; Contract: UMD-8132024; with Bell Techlogix for annual Microsoft licensing in the amount of \$120,049.52 for year one (FY 2026). This agreement is for three years and annually renewed with amounts based on usage. Funds are available in the FY 2026 IT budget. Future annual costs may increase or decrease depending on employee and student counts and consumption of Microsoft licenses.

**OVERVIEW:**

The College utilizes Microsoft Campus agreement to license Office 365 for employees and students, security products, servers, and other Microsoft productivity tools. These are foundational technology components used daily by all employees and students.

**ANALYSIS:**

The Microsoft Campus agreement includes Office 365 licenses, including email and office productivity applications like Word, Excel, PowerPoint, One Drive and SharePoint. The agreement also licenses the College for Microsoft security products used for email, identity, and end point security. The servers that run on campus and in cloud environments require an operating system license and, if needed, a database license which is included. This agreement covers the annual licensing fees for these Microsoft products.

**ATTACHMENT(S)**

No attachments





**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Scott McVicker, CFO and Vice President for Finance and Administration

**Date:** June 11, 2025

**Subject:** **Information/Discussion Item**  
Fiscal year-to-date Financial Report through the quarter ending  
March 31, 2025

**Board Policy:** EL-4 Financial Conditions and Activities

**RECOMMENDATION**

This item is provided for information only. No action required.

**OVERVIEW**

Frederick Community College's fiscal year-to-date financial reports are prepared and distributed to the Board of Trustees every quarter. Attached is the fiscal year-to-date financial report, which provides unaudited financial statements through the quarter ending March 31, 2025, for your information and review.

**ANALYSIS**

Current Unrestricted Fund (Operating Budget)

Presented is a draft of the FY 2025 Year-To-Date Financial Statements through the quarter ending March 31, 2025.

*Revenues*

- With 75% of the fiscal year expired, 97% of budgeted revenues have been received. This is due, in part, to Fall semester tuition having exceeded budgeted revenues by \$333,032 and Spring semester tuition by \$742,054.
- Enrollment growth has positively affected tuition and fee revenue, with preliminary reports indicating a year-over-year increase of 7.5%. Dual-enrolled students increased by 18.2% compared to the prior academic year.
- Continuing Education tuition and fee revenues are up year over year by 17%.
- Miscellaneous income increased by 23% over the prior fiscal year due to the

receipt of the Aetna insurance rebate of \$219,939.

- Interest rates remain steady, and the College's investment income through March 31, 2025, increased by 7% compared to the third quarter of last year.

### *Expenses*

With 75% of the fiscal year expired, total expenses represent 67% of the adopted annual budget.

- Through March 2025, all functional areas spent at rates that exceeded the prior year to date. Increases are primarily attributable to enrollment growth and higher salaries and wages as cost-of-living adjustments for staff totaling 3% were approved for fiscal year 2025.
- Other factors driving operating expense increases over the prior year include a 15% increase in fringe benefits. Contracted services also increased over this same time last year, as well as third-party assessments up 23% over the prior year.
- It should be noted that scholarships (tuition waivers) and transfers, primarily transfers from consolidated service fees to support college operations, are executed at the start of the fiscal year. Therefore, Scholarships and Transfers expenses are at 97% of the FY 2025 budget.
- As of March 31, 2025, 15% or \$362,433 of the budgeted Strategic Reserves of \$2,442,000 have been spent.

### *Fund Balance*

- Revenue exceeds expenses by \$21.9 million for this fiscal year to date, March 31, 2025, due to higher than anticipated enrollment, other revenue sources exceeding budget, and favorable expenses.

### **Auxiliaries**

All Auxiliary Enterprises, including the Bookstore, the Carl and Norma Miller Children's Center, and Dining Services, operated at a loss. As of March 31, 2025, the College allocated \$666,450 from the operating budget to subsidize these operations, as shown in the attached financial reports.

The FY 2025 budgeted subsidy for auxiliaries totals \$874,668 (\$99,500 or 6% to the Bookstore, \$490,710 or 59% to the Children's Center, and \$284,458 or 31% to Dining Services).



***Bookstore***

- As of March 31, 2025, excluding the College subsidy, total revenues have increased by 11% year-to-date. Cost of goods sold rose by 8%, from \$648,864 to \$703,466.
- Total Operating Expenses increased by 17% driven primarily by a 44% rise in digital subscription costs and a similar increase in Dual Enrollment–Slingshot expenses.
- The College provides Frederick County Public Schools (FCPS) dual enrollment students with required course materials through a third-party provider called Slingshot.
  - Dual Enrollment Slingshot Revenue (\$226,468) increased by 38% over the prior YTD due to significant increases in enrollment and course registrations.
  - Dual Enrollment Slingshot Expenses (\$217,377) increased by 35% with the profit margin increasing from 2.6% to 4.2% over prior YTD.
- As of March 31, 2025, the College has subsidized Bookstore operations in the amount of \$99,500 and this unit has an additional operating loss of \$63,964. Fourth quarter Slingshot revenue is expected to offset some of this loss.

***Children's Center***

- Not including the College subsidy, total revenues decreased -7% (\$40,349) over the prior year-to-date. It should be noted that the Center did not lose any enrollments between the announcement of the closure at the end of January and the end of the third quarter.
- Classroom expenses are flat when compared to prior year-to-date, and total operating expenses are up 3% compared to the same period last year.
- As of March 31, 2025, the College has subsidized operations in the amount of \$327,104.

***Contracted Dining Services***

- The College contracts with Canteen for dining services.
- Catering sales are up 22% and café sales are up 4% compared to the same period last year. Cost of Goods Sold increased 15% and operating expenses increased 9% compared to the same period in FY24.
- As of March 31, 2025, the College has subsidized operations in the amount of \$239,846.

***Balance Sheet***

- Cash and cash investments are \$54.9 million, indicating a strong liquid position. The available cash complies with Board policy EL-4, Financial Conditions and Activities, requiring 16.6% of annual operating expenses to be available as operating fund balance reserves.
- Accounts Receivable (AR) increased overall by \$296,894. This increase is due to an increase in Student AR for the spring semester and an increase in AR

Other for FCPS dual enrollment students for the fall semester.

- Current liabilities decreased by \$4.5 million primarily due to decreases in unearned revenue, accounts payable, and accrued salaries.
- The College continues to maintain little long-term liabilities with the noncurrent outstanding bond debt of \$4,528,050.
- The net position as of March 31, 2025, is \$139.8 million, which includes the fiscal year-to-date revenues over expenses.

The College is financially strong. The College must stay abreast of all federal government policy changes as well as state and county budget challenges that may affect its funding streams. Preparation and diversification are tenets of fiscal responsibility and stewardship.

#### **ATTACHMENT**

Fiscal year-to-date Financial Report through the quarter ending March 31, 2025.

**FREDERICK COMMUNITY COLLEGE  
FINANCIAL REPORT**

**Fiscal year-to-date through March 31, 2025**

**FREDERICK COMMUNITY COLLEGE**  
**STATEMENTS OF REVENUE, EXPENSES AND TRANSFERS**  
**CURRENT UNRESTRICTED FUND - EDUCATIONAL AND GENERAL**  
**FOR THE PERIOD MARCH 31, 2025**  
**75% OF THE YEAR EXPIRED**

	<b>FY24 PYTD ACTUAL</b>	<b>FY25 YTD ACTUAL</b>	<b>ACTUALS TO ACTUALS VARIANCE</b>	<b>FY25 BUDGET</b>	<b>(OVER)/UNDER BUDGET</b>	<b>ACTUAL % OF BUDGET</b>
<b>Revenue</b>						
Tuition and Fees						
Fall Tuition	\$ 6,681,306	\$ 7,065,562	106%	\$ 6,732,530	\$ (333,032)	105%
Spring Tuition	6,243,909	7,246,868	116%	6,504,814	(742,054)	111%
Summer Tuition	602,057	861,963	143%	1,868,251	1,006,288	46%
Fees	2,771,925	3,054,366	110%	3,201,464	147,098	95%
Total Academic	16,299,198	18,228,759	112%	18,307,059	78,300	100%
Continuing Education	1,440,233	1,685,867	117%	1,788,129	102,262	94%
<b>Total Tuition and Fees</b>	<b>17,739,430</b>	<b>19,914,626</b>	<b>112%</b>	<b>20,095,188</b>	<b>180,562</b>	<b>99%</b>
State Aid	21,191,961	23,863,673	113%	23,794,631	(69,042)	100%
County Revenue	24,255,452	25,755,452	106%	26,313,826	558,374	98%
Investment Income	974,925	1,041,474	107%	650,000	(391,474)	160%
Miscellaneous Income	390,460	478,669	123%	200,000	(278,669)	239%
Contract Revenue	828,502	849,080	102%	1,151,958	302,878	74%
Indirect Cost Recovery	185,250	215,250	116%	210,000	(5,250)	103%
Strategic Reserves	-	362,433	-	2,442,000	2,079,567	15%
<b>Total Revenue</b>	<b>\$ 65,565,980</b>	<b>\$ 72,480,657</b>	<b>111%</b>	<b>\$ 74,857,603</b>	<b>\$ 2,376,946</b>	<b>97%</b>
<b>Expenses and Transfers</b>						
Instruction						
Academic	\$ 17,545,743	\$ 18,667,001	106%	\$ 27,108,040	8,441,039	69%
Continuing Education	2,164,202	2,412,539	111%	3,801,660	1,389,121	63%
Total Instruction	19,709,945	21,079,540	107%	30,909,700	9,830,160	68%
Academic Support	1,049,855	1,153,413	110%	1,486,044	332,631	78%
Student Services	6,955,541	7,810,062	112%	11,429,816	3,619,754	68%
Plant Operation and Maintenance	5,660,140	6,037,803	107%	10,259,739	4,221,936	59%
Administration	9,381,719	11,132,992	119%	17,324,944	6,191,952	64%
Scholarships and Transfers	2,557,186	3,285,710	128%	3,447,360	161,650	95%
<b>Total Expenses and Transfers</b>	<b>\$ 45,314,386</b>	<b>\$ 50,499,520</b>	<b>111%</b>	<b>\$ 74,857,603</b>	<b>\$ 24,358,083</b>	<b>67%</b>
<b>Fund Balance</b>	<b>\$ 20,251,594</b>	<b>\$ 21,981,137</b>	<b>109%</b>	<b>\$ -</b>	<b>\$ (21,981,137)</b>	

	<b>FY25 ACTUAL</b>	<b>FY25 BUDGET</b>	<b>(OVER)/UNDER BUDGET</b>	<b>ACTUAL % to BUDGET</b>
<b>Use of Strategic Reserves</b>				
SR - Strategic Planning & Future-Proofing	\$ 207,525	\$ 359,000	\$ 151,475	58%
SR - Student Success and Completion	105,908	130,000	24,092	81%
SR - Unplanned Capital Repair & Replacement	-	1,500,000	1,500,000	0%
SR - Technology Projects	49,000	453,000	404,000	11%
	<b>\$ 362,433</b>	<b>\$ 2,442,000</b>	<b>\$ 2,079,567</b>	<b>15%</b>

**FREDERICK COMMUNITY COLLEGE  
BOOKSTORE  
FINANCIAL REPORT FOR THE PERIOD ENDING MARCH 31, 2025  
75% OF THE YEAR EXPIRED**

	FY24 PYTD ACTUAL	FY25 YTD ACTUAL	ACTUALS TO ACTUALS VARIANCE	FY25 BUDGET	(OVER)/UNDER BUDGET	ACTUAL % OF BUDGET
<b>Revenue</b>						
Books	\$ 741,270	\$ 767,645	104%	\$ 925,000	\$ 157,355	83%
Supplies	152,573	167,373	110%	200,000	32,627	84%
Clothing	55,838	54,670	98%	82,000	27,330	67%
Convenience	51,964	60,737	117%	70,000	9,263	87%
Gift	24,798	42,771	172%	27,000	(15,771)	158%
Non Merchandise	575	439	76%	2,500	2,061	18%
Commissions - Books/gifts	1,640	2,099	128%	3,000	901	70%
Dual Enrollment-Slingshot	164,603	226,468	138%	200,000	(26,468)	113%
College Subsidy	60,534	99,500	164%	99,500	-	100%
<b>Total Revenue</b>	<b>1,253,795</b>	<b>1,421,703</b>	<b>113%</b>	<b>1,609,000</b>	<b>187,297</b>	<b>88%</b>
<b>Cost of Goods Sold</b>	<b>648,864</b>	<b>703,466</b>	<b>108%</b>	<b>740,000</b>	<b>36,534</b>	<b>95%</b>
<b>Gross Profit</b>	<b>604,931</b>	<b>718,237</b>	<b>119%</b>	<b>869,000</b>	<b>150,763</b>	<b>83%</b>
<b>Operating Expenses</b>						
<b>Compensation</b>						
Admin/Support Staff Compensation	156,783	161,486	103%	215,000	53,514	75%
Auxiliary PT	36,397	40,103	110%	75,000	34,897	53%
Benefits	64,356	70,259	109%	79,000	8,741	89%
<b>Total Compensation</b>	<b>257,536</b>	<b>271,849</b>	<b>106%</b>	<b>369,000</b>	<b>97,151</b>	<b>74%</b>
Contracted Services	47,093	34,363	73%	75,000	40,637	46%
Advertising	-	1,598	-	2,500	902	64%
Supplies	3,771	992	26%	7,500	6,508	13%
Digital Subscription	113,029	162,288	144%	100,000	(62,288)	162%
Shipping and Postage	556	986	177%	1,000	14	99%
Telecommunications	415	228	55%	500	272	46%
Software	17,379	9,269	53%	20,000	10,731	46%
Travel/Professional Development	2,832	5,633	199%	10,000	4,367	56%
Dual Enrollment-Slingshot	160,504	217,377	135%	180,000	(37,377)	121%
Other Expenses	11	(8)	-79%	-	8	-
Deferred Maintenance	1,875	1,875	100%	2,500	625	75%
Depreciation	-	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>605,002</b>	<b>706,451</b>	<b>117%</b>	<b>768,000</b>	<b>61,549</b>	<b>92%</b>
<b>Operating Profit (Loss)</b>	<b>\$ (71)</b>	<b>\$ 11,786</b>	<b>-16640%</b>	<b>\$ 101,000</b>	<b>\$ 89,214</b>	<b>12%</b>
Indirect Cost Transfer	60,750	75,750	125%	101,000	25,250	75%
<b>Total College Contribution</b>	<b>60,750</b>	<b>75,750</b>	<b>125%</b>	<b>101,000</b>	<b>25,250</b>	<b>75%</b>
<b>Net Income (Loss)</b>	<b>\$ (60,821)</b>	<b>\$ (63,964)</b>	<b>105%</b>	<b>\$ -</b>	<b>-5783213%</b>	<b>-</b>
<b>Gross Profit %</b>	<b>48.2%</b>	<b>50.5%</b>		<b>54.0%</b>		
<b>Operating Expense % Revenue</b>	<b>48.3%</b>	<b>49.7%</b>		<b>47.7%</b>		
<b>Net Income % Revenue</b>	<b>-4.9%</b>	<b>-4.5%</b>		<b>0.0%</b>		

**FREDERICK COMMUNITY COLLEGE  
THE CARL & NORMA MILLER CHILDREN'S CENTER  
FINANCIAL REPORT FOR THE PERIOD ENDING MARCH 31, 2025  
75% FOR THE YEAR EXPIRED**

	<b>FY24 PYTD ACTUAL</b>	<b>FY25 YTD ACTUAL</b>	<b>ACTUALS TO ACTUALS VARIANCE</b>	<b>FY25 BUDGET</b>	<b>(OVER)/UNDER BUDGET</b>	<b>ACTUAL % OF BUDGET</b>
<b>Revenue</b>						
Infants/Toddler	\$ 103,939	\$ 123,721	119%	\$ 122,808	\$ (913)	101%
Two-Year Olds	97,371	106,632	110%	96,424	(10,208)	111%
Three-Year Olds	65,203	102,741	158%	145,010	42,269	71%
Four-Year Olds	65,135	65,871	101%	136,204	70,333	48%
Preschool/Pre-K/Kindergarten	82,363	88,168	107%	157,930	69,762	56%
Summer Camp	2,879	9,920	345%	-	(9,920)	-
Head Start	-	-	-	7,500	7,500	0%
Other	28,671	37,209	130%	40,000	2,791	93%
Excels/Vouchers	13,500	-	0%	15,000	15,000	0%
County Contribution	115,552	-	0%	-	-	-
College Subsidy	85,626	327,104	382%	490,710	163,606	67%
<b>Total Revenue</b>	<b>660,237</b>	<b>861,366</b>	<b>130%</b>	<b>1,211,586</b>	<b>350,220</b>	<b>71%</b>
<b>Classroom Expense</b>						
Auxiliary FT Teacher Compensation	375,046	363,265	97%	544,170	180,905	67%
Auxiliary FT & PT Teacher Benefits	157,457	169,134	107%	210,000	40,866	81%
Auxiliary PT Teacher Compensation	72,149	73,420	102%	93,267	19,847	79%
<b>Total Classroom Expenses</b>	<b>604,652</b>	<b>605,819</b>	<b>100%</b>	<b>847,436</b>	<b>241,619</b>	<b>71%</b>
<b>Gross Profit</b>	<b>55,585</b>	<b>255,548</b>	<b>460%</b>	<b>364,150</b>	<b>108,601</b>	<b>70%</b>
<b>Operating Expenses</b>						
<b>Compensation</b>						
Admin/Support Staff Compensation	105,659	120,082	114%	161,000	40,918	75%
Benefits	37,487	42,028	112%	68,000	25,972	62%
<b>Total Compensation</b>	<b>143,145</b>	<b>162,110</b>	<b>113%</b>	<b>229,000</b>	<b>66,890</b>	<b>71%</b>
Contracted Services	6,018	7,286	121%	10,000	2,715	73%
Advertising	-	-	-	-	-	-
Supplies	20,553	10,014	49%	15,000	4,986	67%
Telecommunications	415	411	99%	600	189	68%
Shipping and Postage	65	3	4%	50	48	5%
Professional Dues	2,554	940	37%	2,500	1,560	38%
Course Costs/Field Trips	2,850	910	32%	5,000	4,090	18%
Software	-	-	-	3,500	3,500	0%
Furniture and Equipment	-	-	-	-	-	-
Deferred Maintenance	1,875	1,875	100%	2,500	625	75%
<b>Total Operating Expenses</b>	<b>177,476</b>	<b>183,548</b>	<b>103%</b>	<b>268,150</b>	<b>84,602</b>	<b>68%</b>
<b>Operating Profit (Loss)</b>	<b>(121,891)</b>	<b>72,000</b>	<b>-59%</b>	<b>96,000</b>	<b>24,000</b>	<b>75%</b>
<b>College Contribution</b>	<b>-</b>					
Indirect Cost Transfer	60,750	72,000	119%	96,000	24,000	75%
<b>Total College Contribution</b>	<b>60,750</b>	<b>72,000</b>	<b>119%</b>	<b>96,000</b>	<b>24,000</b>	<b>75%</b>
<b>Net Income (Loss)</b>	<b>(182,641)</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Gross Profit %</b>	<b>8.4%</b>	<b>29.7%</b>		<b>30.1%</b>		
<b>Operating Expense % Revenue</b>	<b>26.9%</b>	<b>21.3%</b>		<b>22.1%</b>		
<b>Net income % Revenue</b>	<b>-27.7%</b>	<b>0.0%</b>		<b>0.0%</b>		

**FREDERICK COMMUNITY COLLEGE  
DINING SERVICES  
FINANCIAL REPORT FOR THE PERIOD ENDING March 31, 2025  
75% OF THE FISCAL YEAR EXPIRED**

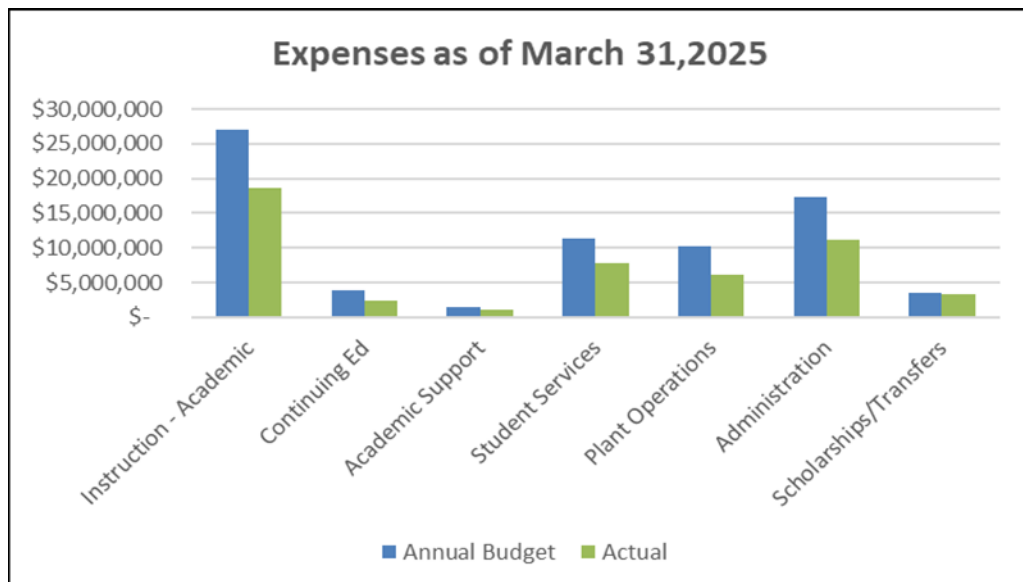
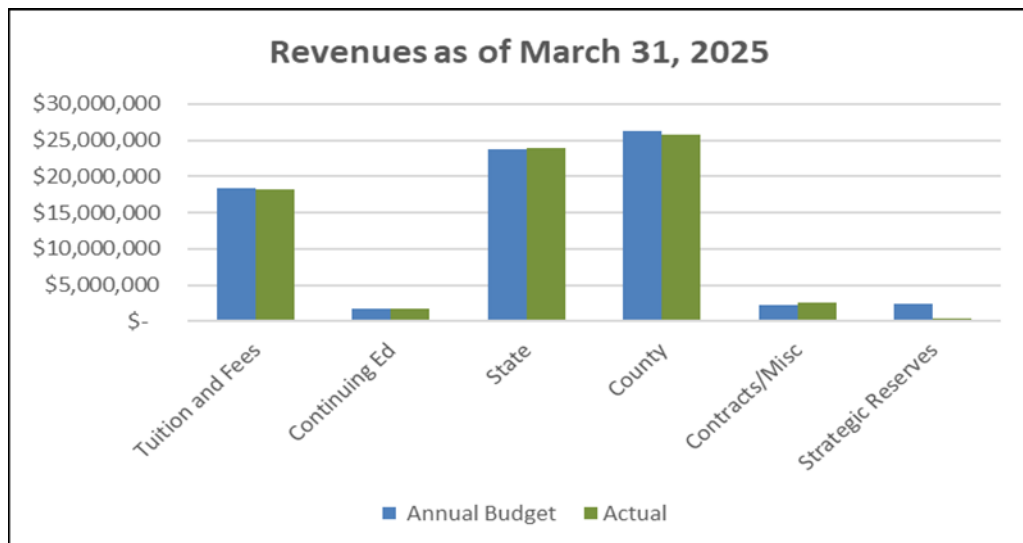
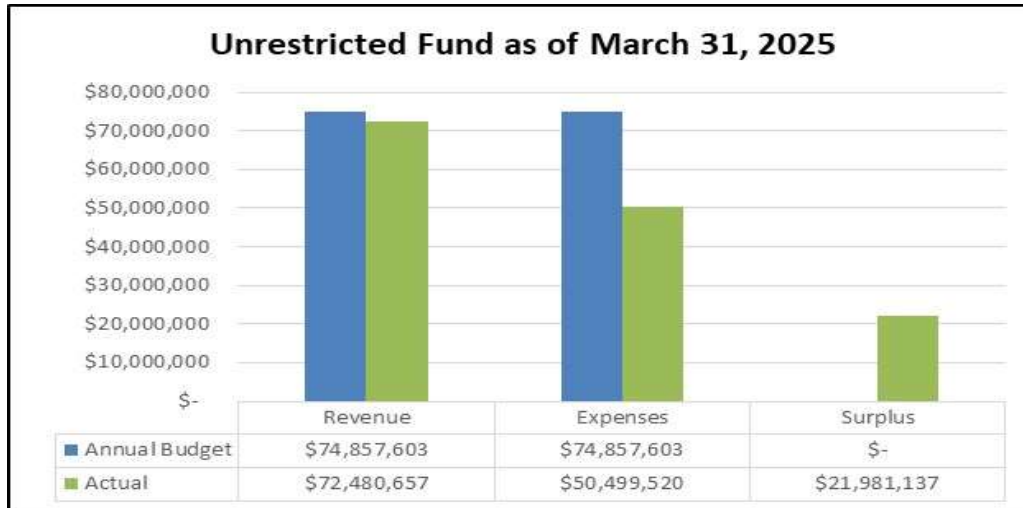
	FY24 PYTD ACTUAL	FY25 YTD ACTUAL	ACTUALS TO ACTUALS VARIANCE	FY25 Budget	(OVER)/UNDER BUDGET	ACTUAL % OF BUDGET
<b>Canteen Revenue</b>						
Café Sales	\$ 250,027	\$ 259,020	104%	\$ 370,000	\$ 110,980	70%
Catering Sales	182,244	\$ 222,899	122%	230,000	7,101	97%
<b>College Revenue</b>						
Vending	15,006	\$ 14,268	95%	20,000	5,732	71%
College Subsidy	220,946	\$ 239,846	109%	284,458	44,612	84%
Misc. Income	-	\$ -				
<b>Total Revenue</b>	<b>668,223</b>	<b>736,033</b>	<b>110%</b>	<b>904,458</b>	<b>168,425</b>	<b>81%</b>
<b>Canteen Cost of Goods Sold (COGS)</b>						
Cougar Café & Catering	212,175	\$ 243,765	115%	295,000	51,235	83%
<b>Subtotal COGS</b>	<b>212,175</b>	<b>243,765</b>	<b>115%</b>	<b>295,000</b>	<b>51,235</b>	<b>83%</b>
<b>Gross Profit</b>	<b>456,048</b>	<b>492,268</b>	<b>108%</b>	<b>609,458</b>	<b>117,190</b>	<b>81%</b>
<b>Canteen Operating Expenses</b>						
Compensation	301,661	\$ 336,169	111%	390,000	53,831	86%
<b>Other Canteen Expenses</b>		\$ -				
Business Expenses	52,752	\$ 50,918	97%	75,000	24,082	68%
<b>College Expenses</b>						
Contracted Services	3,055	\$ 2,845	93%	15,000	12,155	19%
Equipment Repair		\$ -	-	-	-	-
<b>Total Operating Expenses</b>	<b>357,468</b>	<b>389,932</b>	<b>109%</b>	<b>480,000</b>	<b>90,068</b>	<b>81%</b>
<b>Operating Profit (Loss)</b>	<b>\$ 98,580</b>	<b>\$ 102,336</b>	<b>104%</b>	<b>\$ 129,458</b>	<b>\$ 27,122</b>	<b>79%</b>
<b>Contract Fees</b>						
Management Fee	22,500	\$ 22,503	100%	30,000	7,497	75%
Admin Fee	12,330	\$ 12,333	100%	9,458	(2,875)	130%
<b>Total Fees</b>	<b>34,830</b>	<b>34,836</b>	<b>100%</b>	<b>39,458</b>	<b>4,622</b>	<b>88%</b>
<b>College Contribution</b>						
Indirect Cost Transfer	63,750	\$ 67,500	106%	90,000	22,500	75%
<b>Total College Contribution</b>	<b>63,750</b>	<b>67,500</b>	<b>106%</b>	<b>90,000</b>	<b>22,500</b>	<b>75%</b>
<b>Net Income/(Loss)</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>-</b>
<b>Gross Profit %</b>	<b>68.2%</b>	<b>66.9%</b>		<b>67.4%</b>		
<b>Operating Expense % Revenue</b>	<b>53.5%</b>	<b>53.0%</b>		<b>53.1%</b>		
<b>Net Income % Revenue</b>	<b>0.0%</b>	<b>0.0%</b>		<b>0.0%</b>		

**FREDERICK COMMUNITY COLLEGE  
BALANCE SHEET - ALL FUNDS  
AS OF MARCH 31, 2025**

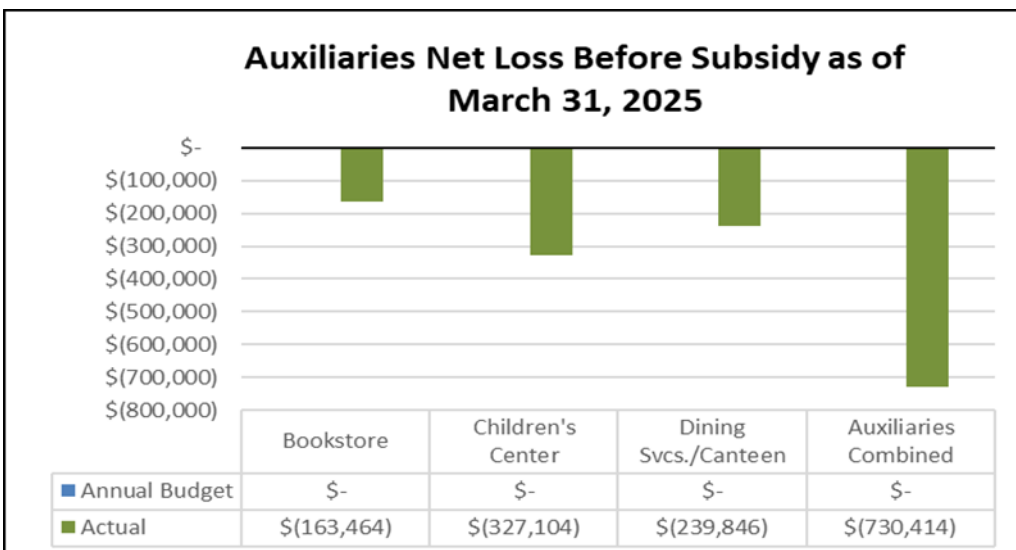
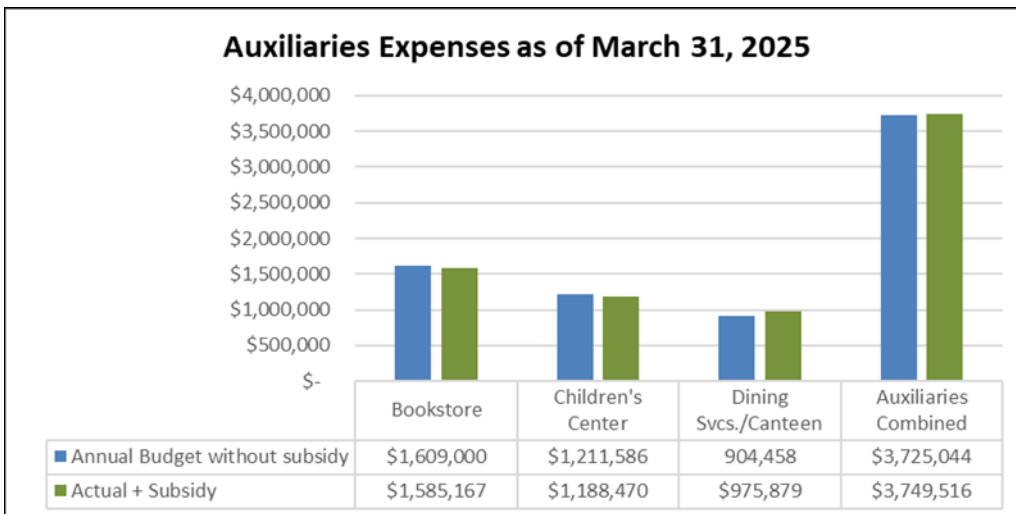
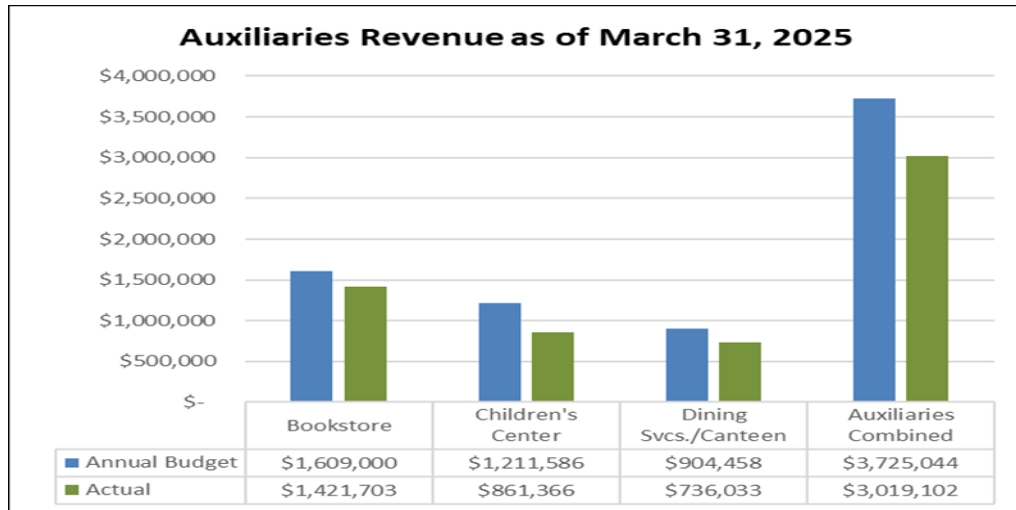
	<b>PRIOR FYE</b>	<b>FY25 ACTUAL</b>	<b>CHANGE</b>	<b>% CHANGE</b>
<b>Assets</b>				
Current Assets				
Cash	\$ 1,354,445	\$ 14,066,919	\$ 12,712,474	939%
Investments	34,813,032	40,790,614	5,977,582	17%
Total cash and investments	36,167,477	54,857,533	18,690,056	52%
Accounts Receivable				
Students, net of allowance	415,656	749,202	333,546	80%
Governmental	3,009,358	1,143,392	(1,865,966)	-62%
Other	628,486	2,457,800	1,829,314	291%
Total accounts receivable	4,053,500	4,350,394	296,894	7%
Prepaid expenses	808,986	106,560	(702,426)	-87%
Inventory	208,209	231,696	23,487	11%
Total Current Assets	41,238,172	59,546,184	18,308,012	44%
Noncurrent Assets				
Capital assets, net of accumulated depreciation	92,425,798	89,210,684	(3,215,114)	-3%
Total Noncurrent Assets	92,425,798	89,210,684	(3,215,114)	-3%
<b>Total Assets</b>	<b>\$ 133,663,970</b>	<b>\$ 148,756,868</b>	<b>\$ 15,092,898</b>	<b>11%</b>
	<b>PRIOR FYE</b>	<b>FY25 ACTUAL</b>	<b>CHANGE</b>	<b>% CHANGE</b>
<b>Liabilities and Net Position</b>				
<b>Liabilities</b>				
Current Liabilities				
Accrued salaries	\$ 988,957	\$ 148,624	\$ (840,334)	-85%
Accounts payable	1,798,240	186,864	(1,611,377)	-90%
Accrued liabilities	813,607	499,374	(314,233)	-39%
Accrued leave	2,086,078	2,086,078	-	0%
Bond payable	330,000	330,000	-	0%
SBITA payable	333,324	333,324	-	0%
Unearned revenue	1,924,757	159,162	(1,765,595)	-92%
Deposits held for others	273,900	275,646	1,746	1%
Total Current Liabilities	8,548,863	4,019,070	(4,529,793)	-53%
Noncurrent Liabilities				
Bond payable, net of discount	4,528,050	4,528,050	-	0%
SBITA payable	428,413	428,413	-	0%
Accrued leave	29,186	29,186	-	0%
Total Noncurrent Liabilities	4,985,649	4,985,649	-	0%
<b>Total Liabilities</b>	<b>13,534,512</b>	<b>9,004,719</b>	<b>(4,529,793)</b>	<b>-33%</b>
<b>Net Position</b>				
Net Position Prior Year Balance (per audit)	116,423,217	120,129,458	3,706,241	3%
Net Income (Loss) - All funds	3,706,241	19,622,691	15,916,450	429%
<b>Total Net Position</b>	<b>120,129,458</b>	<b>139,752,149</b>	<b>19,622,691</b>	<b>16%</b>
<b>Total Liabilities and Net Position</b>	<b>\$ 133,663,970</b>	<b>\$ 148,756,868</b>	<b>\$ 15,092,898</b>	<b>11%</b>



**FREDERICK COMMUNITY COLLEGE  
FINANCIAL STATEMENT ANALYSIS AS OF MARCH 31, 2025  
75% OF THE FISCAL YEAR EXPIRED**

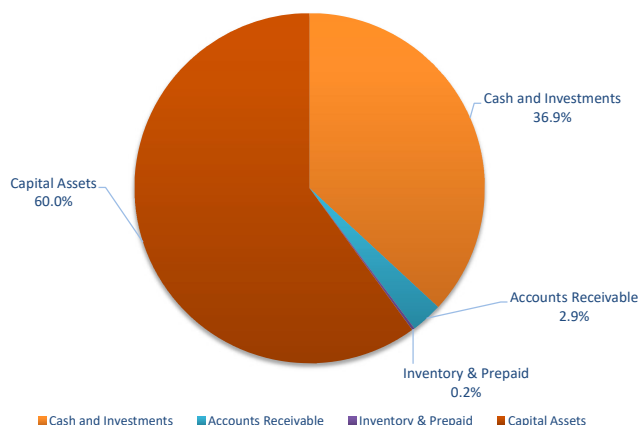


**FREDERICK COMMUNITY COLLEGE**  
**FINANCIAL STATEMENT ANALYSIS AS OF March 31, 2025**  
**75% OF THE FISCAL YEAR EXPIRED**  
 (Expenses Include Cost of Goods Sold and College Contribution)  
 (Any variances due to rounding)



**FREDERICK COMMUNITY COLLEGE  
FINANCIAL STATEMENT ANALYSIS AS OF MARCH 31, 2025  
75% OF THE FISCAL YEAR EXPIRED**

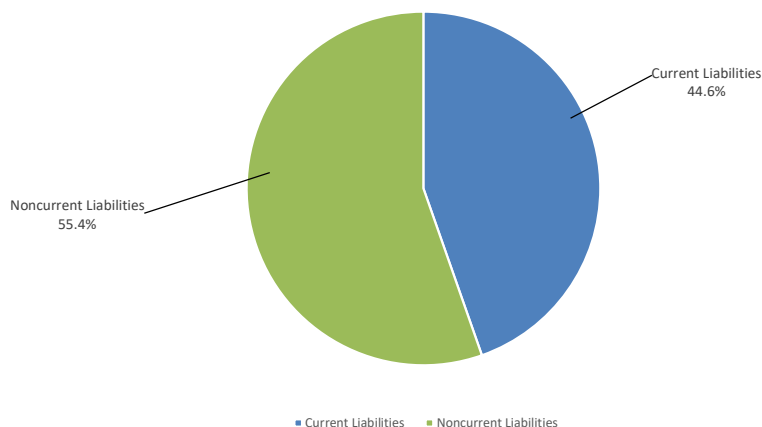
**Assets as of March 31, 2025**



**Assets:**

Cash and Investments	\$	54,857,533
Accounts Receivable	\$	4,350,394
Inventory & Prepaid	\$	338,257
Capital Assets	\$	89,210,684
	\$	<u>148,756,868</u>

**Liabilities as of March 31, 2025**



**Liabilities and Net Position:**

Current Liabilities	\$	4,019,070
Noncurrent Liabilities	\$	4,985,649
Net Position	\$	<u>139,752,149</u>
	\$	<u>148,756,868</u>

**Financial Ratios as of March 31, 2025**

Current Ratio	(current assets/current liabilities)	14.8	A ratio > 1 indicates liquidity is sufficient to meet current obligations.
Debt Ratio	(liabilities/assets)	0.06	A low debt ratio (< .5) indicates conservative financing. The College finances most of its assets from net assets (similar to equity).



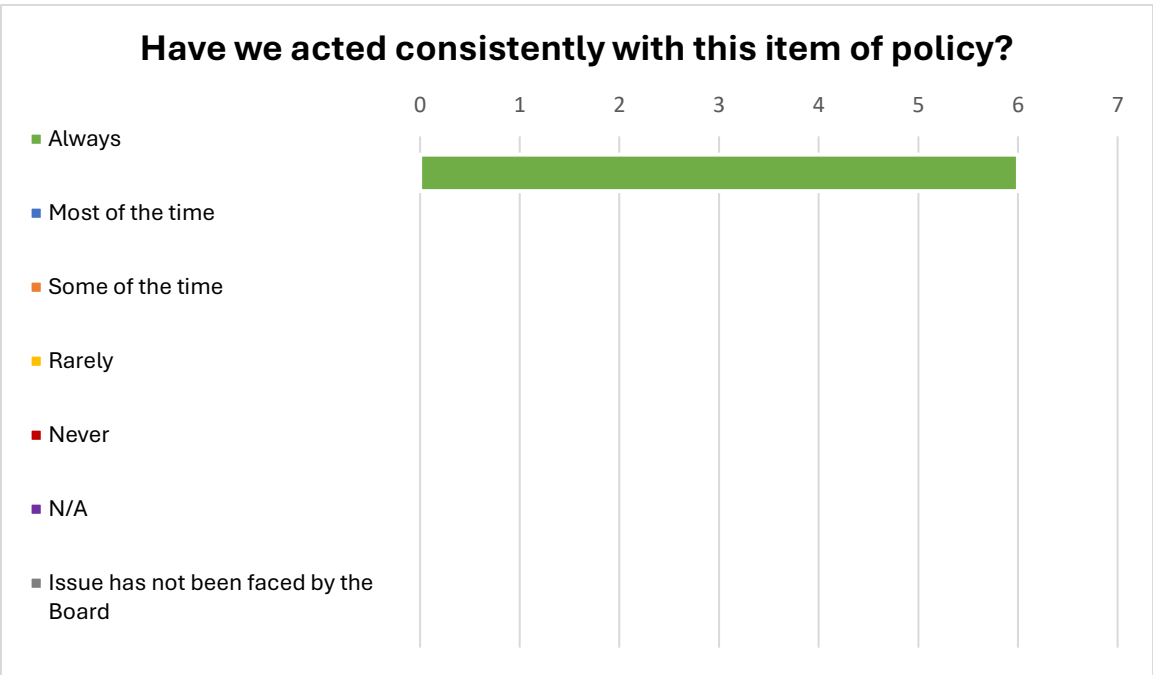


**Frederick Community College  
Board of Trustees**

**Board Self-Monitoring Survey Results:  
GP-3 Board Code of Conduct  
Date: 6/11/2025**

**Number of Responses: 6**

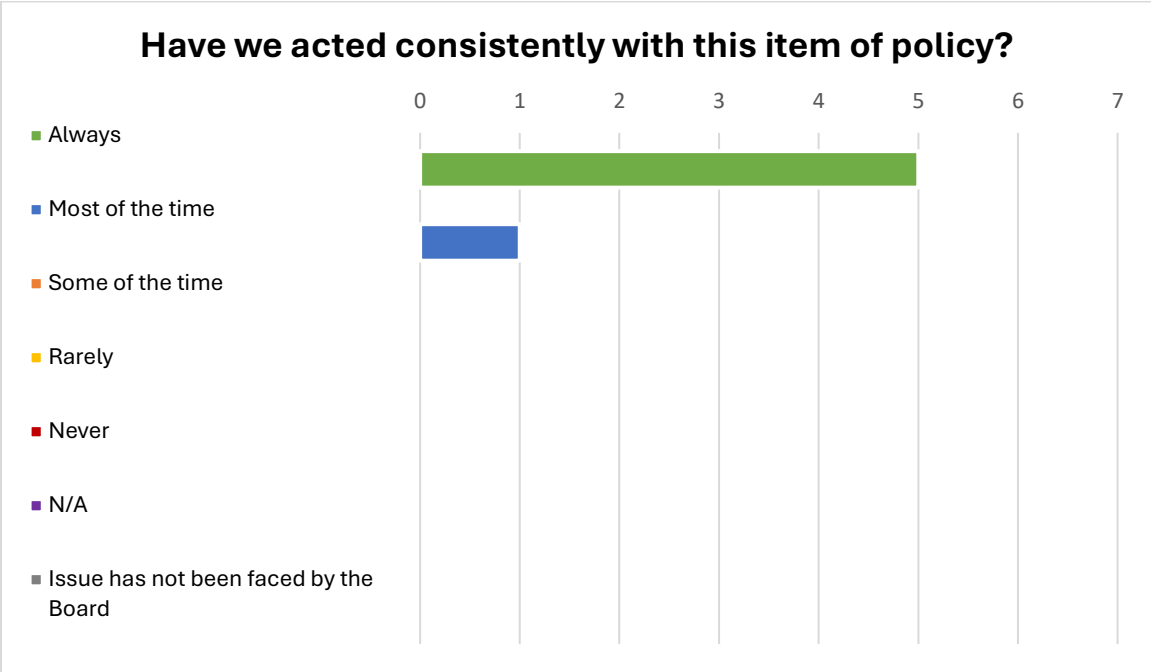
The Frederick Community College Board of Trustees expects of itself and its members, ethical business-like and lawful conduct. This includes proper use of authority and appropriate decorum when acting as Trustees. This Code of Conduct is intended to set basic rules of conduct for Trustees in order to maintain the Board’s integrity and the confidence of the community. This policy applies to all Trustees including the Board Chair.



**Provide specific representative examples to support your above response when applicable.**

- All Trustees have demonstrated very appropriate decorum.
- The Trustees have consistently followed basic rules of conduct. It is a pleasure to work with all of the Trustees.
- The members of the Board act with one voice when they represent the views of the Trustees and their support of the decisions made by the President
- I can't think of an instance when the integrity or ethics of a Board member has been called into question. In my experience, all of my Board colleagues are honorable people.
- I can only speak for myself and for the other members while in Board meetings and I have not observed and violations.

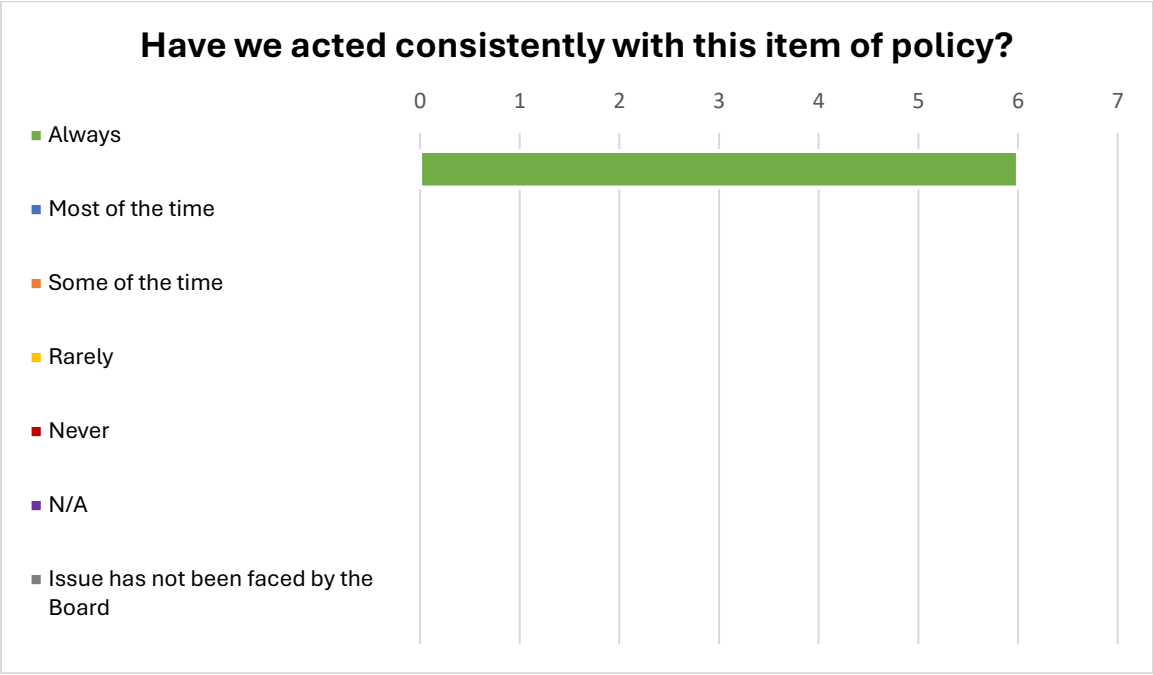
1. Ever mindful of their responsibilities under State law, Trustees must have loyalty to the Ownership (the residents of Frederick County) that supersedes any loyalties to the appointing authority, the President, College employees, other organizations or any personal interest as a consumer. This accountability also supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other boards or staffs.



**Provide specific representative examples to support your above response when applicable.**

- There have been no breaches on the part of the Trustees of loyalty to the Ownership.
- During these most recent months, the Trustees are being pressured by special interest groups to change a decision made by the President. Based on the rationale presented to the Board by the President, this decision was unanimously supported by the entire Board and demonstrated the Trustees' accountability to the residents of Frederick County.
- This is a work in progress as Board members get a better understanding of what ownership entails and how the members can best define and interact with the College Owners.
- We have always acted this way as Board members.
- The Board's loyalty is to ownership (as stated in 4.1.0) and our strategic vision considers factors influencing workforce development, student academic preparedness, and success outcomes.
- I am not aware of any conflicting loyalties.

2. Trustees are accountable to exercise the powers and discharge the duties of their office honestly and in good faith. Trustees shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

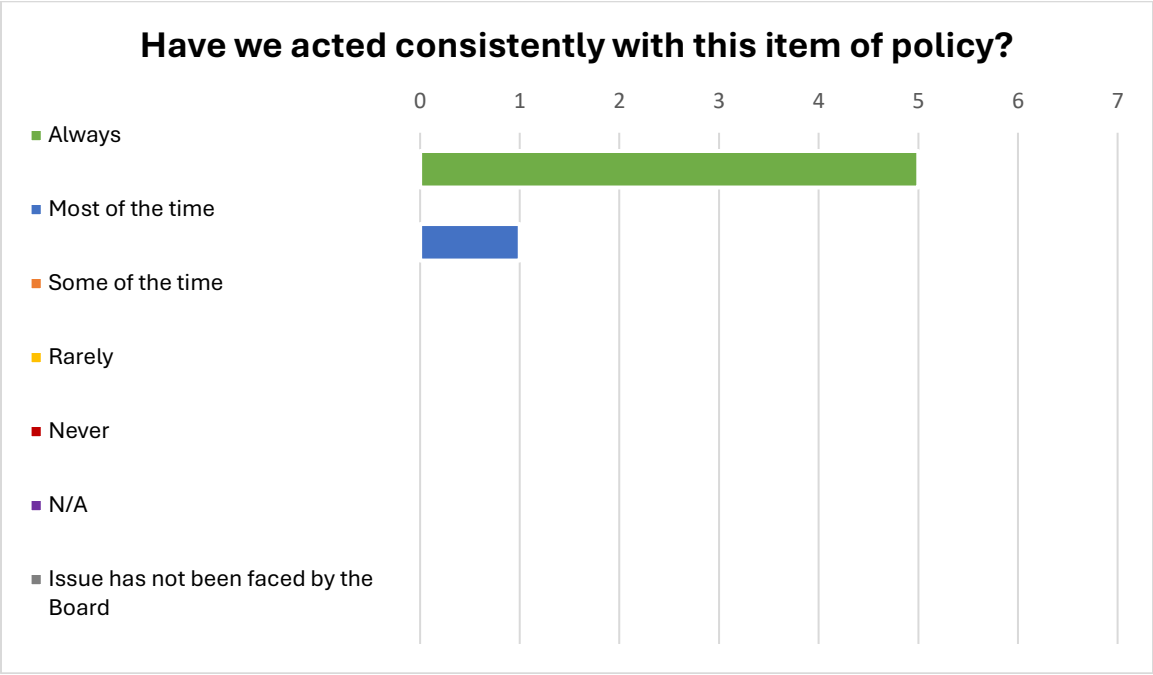


**Provide specific representative examples to support your above response when applicable.**

- Our Trustees are actively involved in meetings and consistently prepared in advance of meetings.
- The Trustees take this responsibility seriously and are working conscientiously to understand their role.
- We have a diligent and committed Board.
- I believe that if anything we are very cautious. It seems sometimes our diligence is not as apparent during open meetings as many of our questions or concerns (a prudent person would exercise) have been addressed.



3. Trustees will respect the confidentiality appropriate to issues of a sensitive nature, including at all times the content of legally held, closed meetings of the Board, in perpetuity.

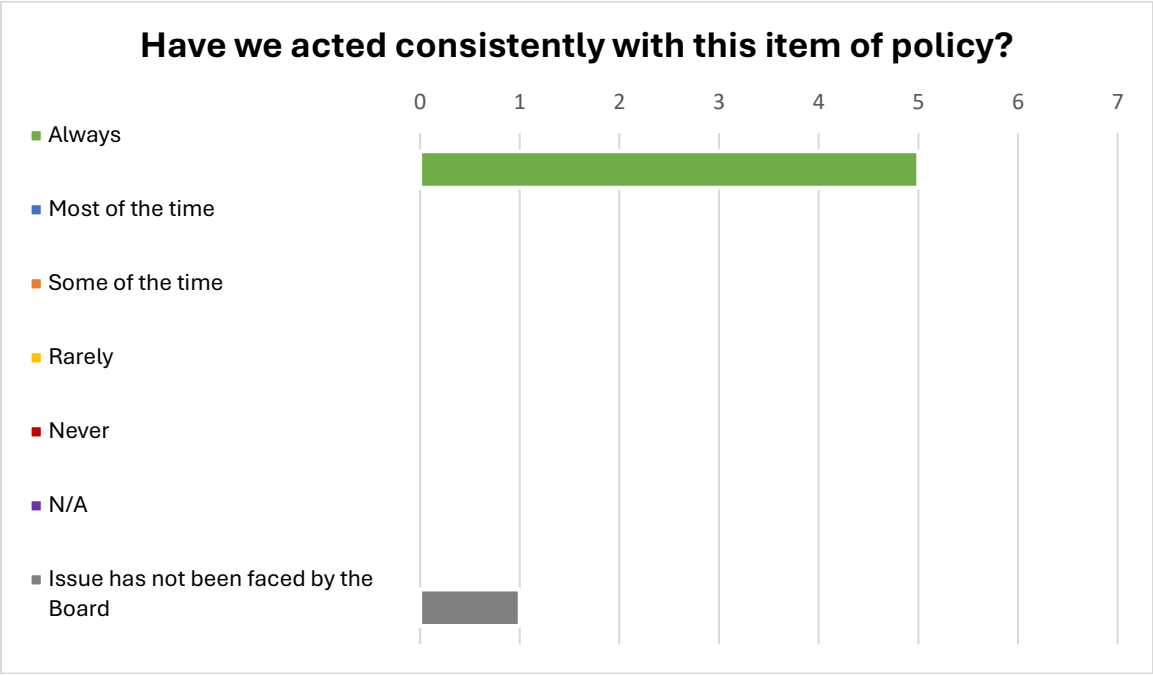


Provide specific representative examples to support your above response when applicable.

- There has not been a demonstration of a breach of confidentiality.
- Thus far our Trustees have been faithful to the guidelines of confidentiality of our closed meetings.
- Trustees have been tested in recent weeks on the issues of unionization and childcare and have done a commendable job of maintaining confidentiality.
- We are sensitive to all legal requirements including confidentiality.
- Cannot think of anytime we have not acted consistently.

**4. Trustees must avoid a conflict of interest with respect to their fiduciary responsibility.**

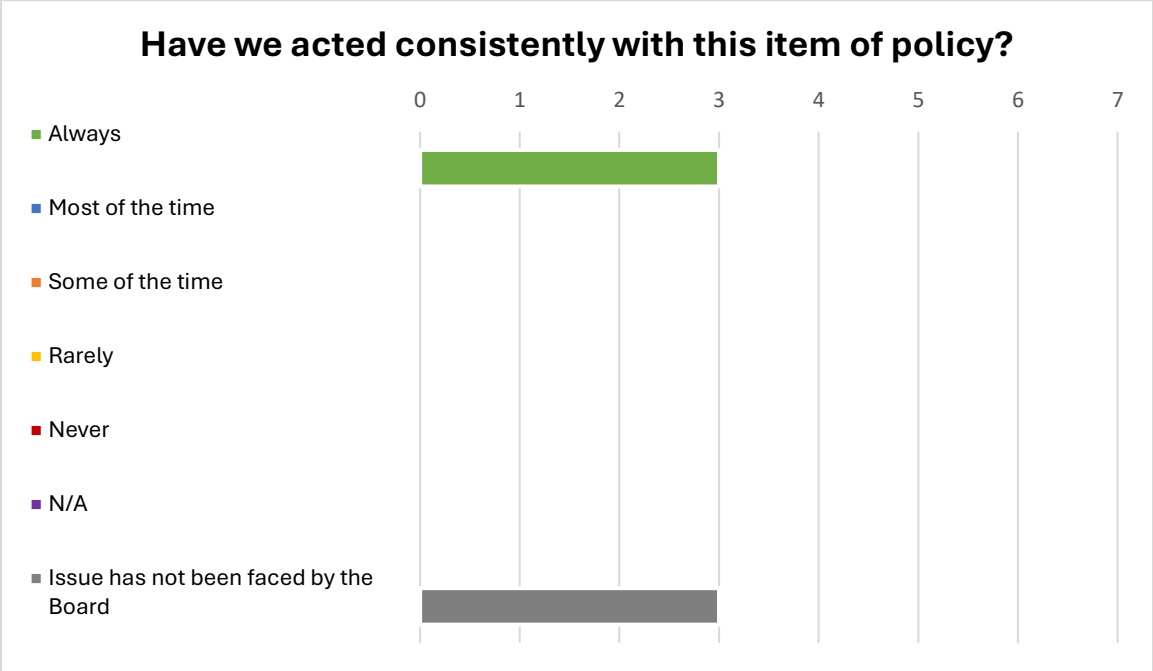
**4.1. There must be no self-dealing or any conduct of private business or personal services between any Trustee and the organization, except as procedurally controlled to assure openness, competitive opportunity, and equal access to otherwise “inside” information. Trustees must stay informed on requirements of the State Ethics Law.**



**Provide specific representative examples to support your above response when applicable.**

- No Trustee has been impacted by a conflict of interest during my tenure, and I am confident that any Trustee would react appropriately if he or she did.
- I have taken and passed the online State Ethics training module.
- I am not aware of any case where we have not acted accordingly.

**4.2. Trustees will disclose at the regular monthly meetings any new involvements with other organizations, vendors, or any associations that might be or might reasonably be seen as being a conflict.**



**Provide specific representative examples to support your above response when applicable.**

- I am not aware of any instance when this has been an issue.
- This has never happened in my tenure.

**4.3. When the Board is to decide upon an issue, about which a Trustee has an unavoidable conflict of interest, that Trustee shall recuse themselves without comment, from not only the vote, but also excuse themselves from the physical or virtual deliberation. This absence shall be recorded in the minutes.**



**Provide specific representative examples to support your above response when applicable.**

- Trustee have demonstrated and understanding agreement regarding conflict of interest procedures.
- The only recusals that I am aware involve Trustees recusing from actions taken when they were not in attendance.
- This has not occurred in my tenure.

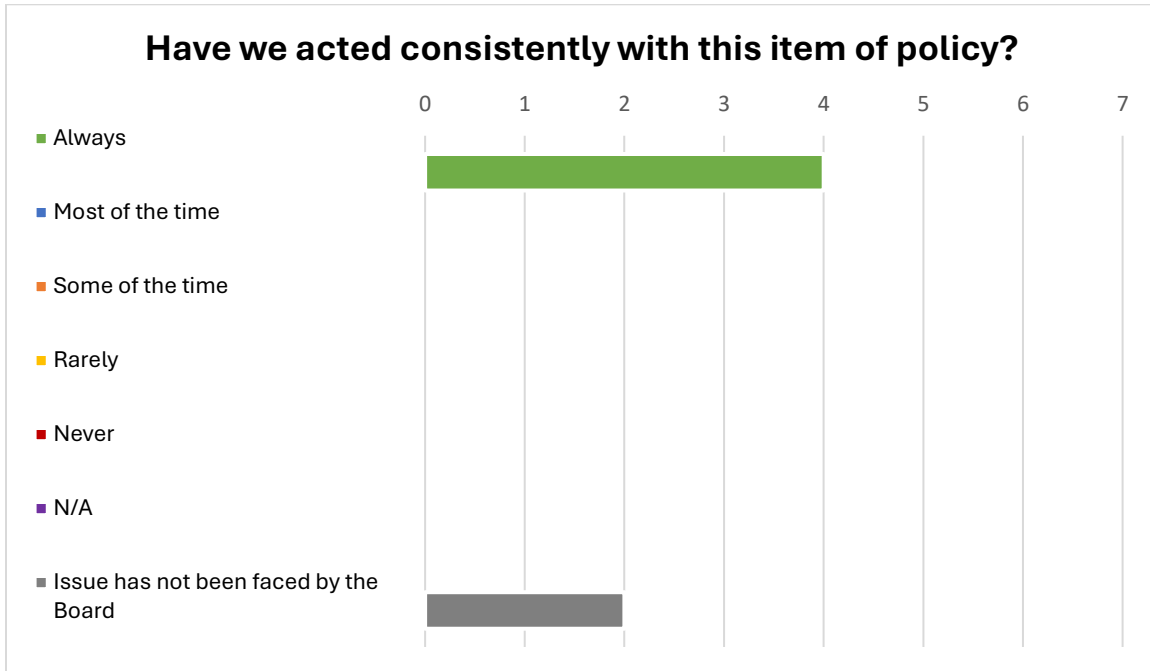
**4.4. Trustees will not use their Board position to furnish services or goods of the College to themselves, family members, associates or organizations upon which a Trustee serves as a Board member.**



**Provide specific representative examples to support your above response when applicable.**

- This has not occurred in my tenure.

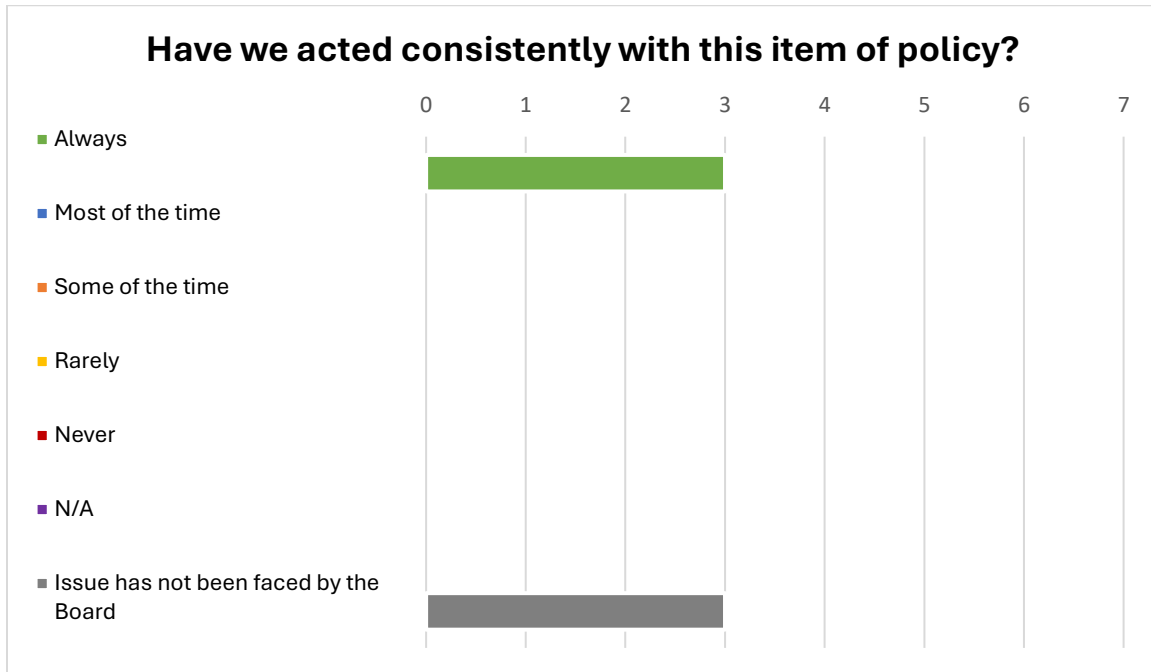
**4.5. Trustees will not use their Board position to obtain College employment for themselves, family members, or associates. Should a Trustee become employed by the College, they must resign from the Board before the first day of said employment.**



**Provide specific representative examples to support your above response when applicable.**

- I am not aware that this has ever occurred in my tenure.
- Although I have not personally encountered this issue, I know this policy is in place and support its provisions in this regard.
- I am not aware of any examples.

**4.6. Trustees will maintain impartiality in hiring by neither writing letters of recommendation nor acting as a reference for candidates for any position at the College.**



**Provide specific representative examples to support your above response when applicable.**

- To my knowledge this has not been an issue nor do I anticipate that it could become one.
- I am not aware that this issue has arisen in my tenure.
- Although I have not personally encountered this issue, I know this policy is in place and support its provisions regarding it.

**5. Trustees shall not attempt to exercise individual authority over the organization or the President.**

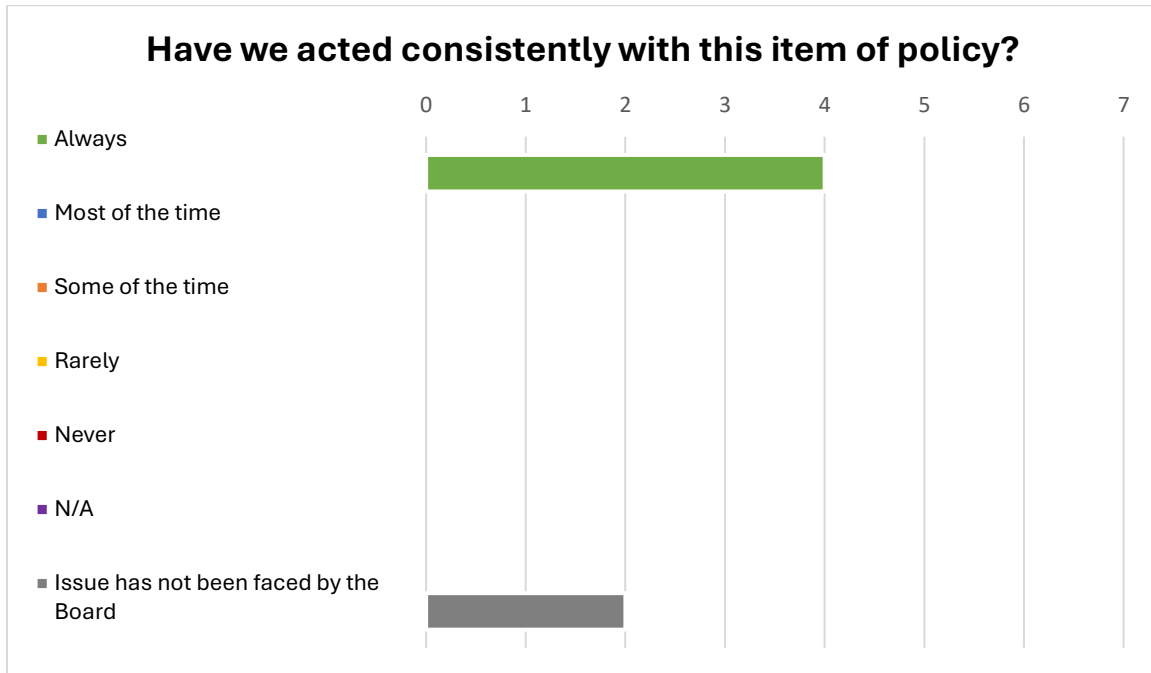


**Provide specific representative examples to support your above response when applicable.**

- As per policy governance, the Trustees have demonstrated a concerted effort to avoid the President's operational side of governing.
- I do not believe Trustees would deliberately try to influence the authority of the President. However, we should be conscious of the potential for unintended influence.
- All trustees are respectful of our governance model.
- Our form of governance is called policy governance: Our responsibility is to develop policy while providing guardrails within which the President must operate. Therefore, our commitment is not to interfere in the College's day-to-day operations, a duty given to the President. The Board will be able to evaluate organizational performance (i.e., the President's performance) at scheduled intervals.
- I believe the majority of the Board respects the Chair authority to speak for the board.



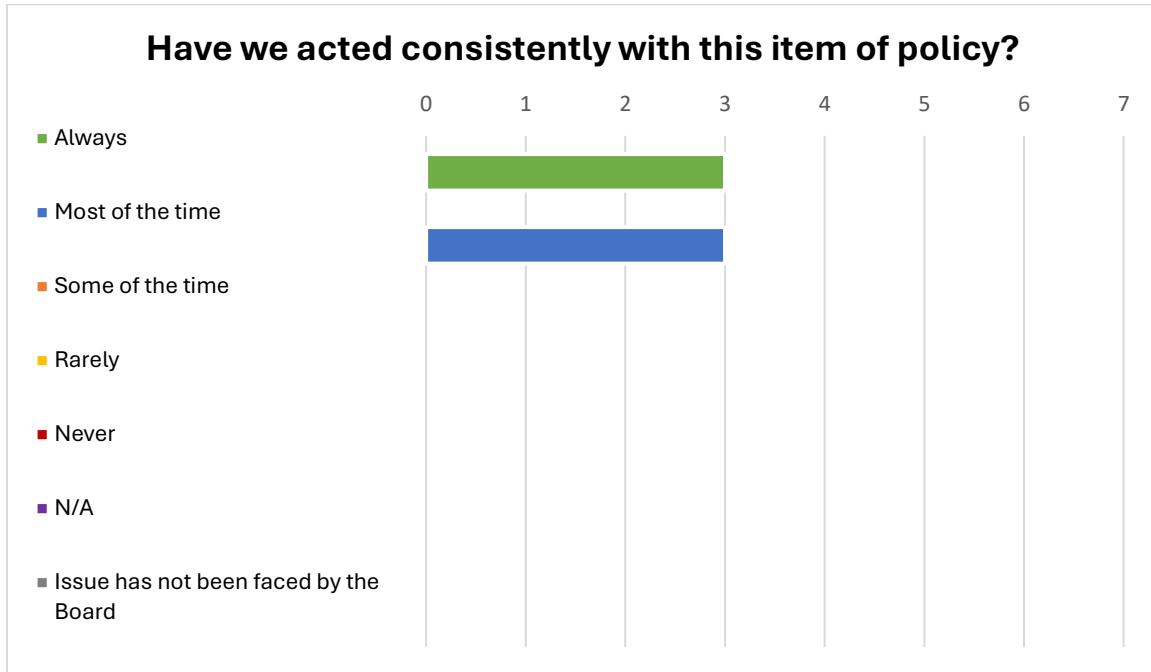
**5.1. When interacting with College employees, Trustees must recognize that individual Trustees have no authority to instruct or evaluate employees, and no authority to insert themselves into employee operations.**



**Provide specific representative examples to support your above response when applicable.**

- No Trustee has sought to misuse the Trustee's authority.
- Our form of governance is called policy governance: Our responsibility is to develop policy while providing guardrails within which the President must operate. Therefore, our commitment is not to interfere in the College's day-to-day operations, a duty given to the President.

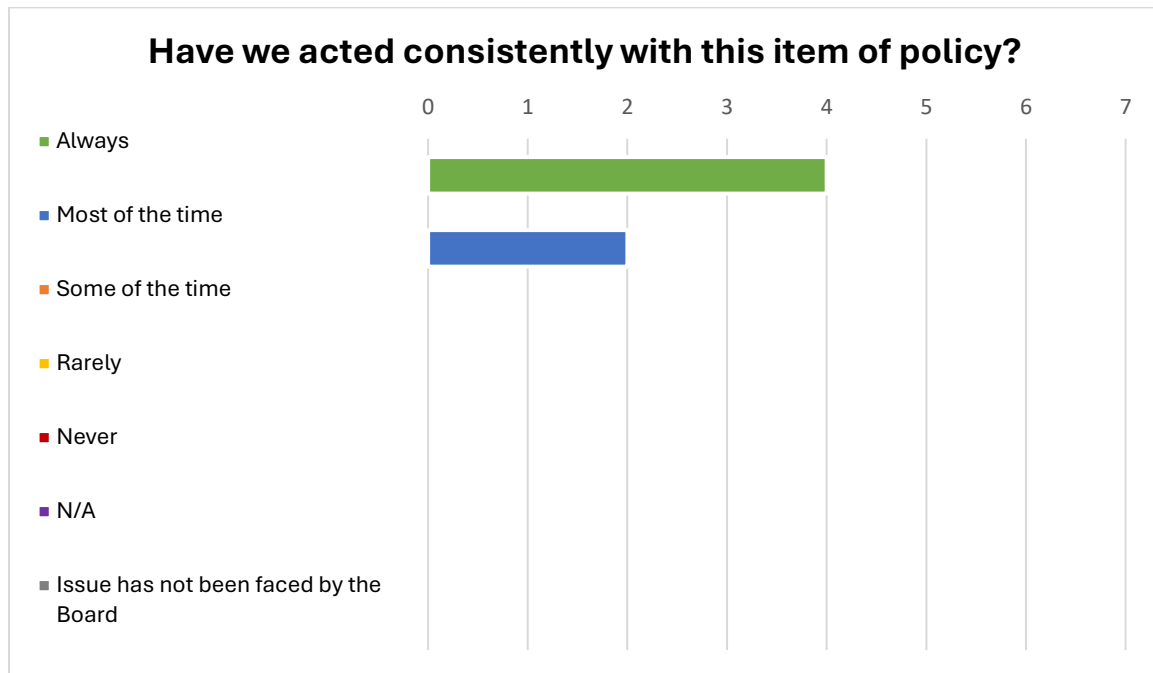
**5.2. The Board Chair or designee is the only person authorized to speak to the public, the media or other entities on behalf of the Board. Trustees shall not presume to speak for the Board when interacting with the press or the public. Media inquiries should be directed to the Board Chair.**



**Provide specific representative examples to support your above response when applicable.**

- All correspondence regarding recent public concerns have been addressed through the Board Chair.
- Although this policy can be a challenge to Trustees who are eager to respond to inquiries by the public, we have an understanding of this policy and work hard to abide by it.
- This is one area that may need clarification. Our recent approach regarding the childcare center was at times confusing, disjointed and awkward.
- If any Trustee slipped upon this, they corrected their behavior immediately.
- Daycare responses are example of having the Chair speak for the Board.

6. Trustees shall be familiar with the incorporating documents, relevant legislation and regulations, by-laws, governing policies of the organization, issues pertaining to higher education, as well as the rules of procedure and proper conduct of a meeting so that any decision of the Board may be made in an efficient, knowledgeable and expeditious fashion.



**Provide specific representative examples to support your above response when applicable.**

- The trustees are fortunate to have access to national and local community college meetings, conferences, and literature that keeps us abreast of relevant information. We are also kept well-informed by our President and consultants.
- This is a complex thought, and all Trustees try to be ever vigilant that we are aware of all applicable laws, policies, etc. We help educate each other and the executive team and counsel help ensure we remain current.
- Cannot think of an example.

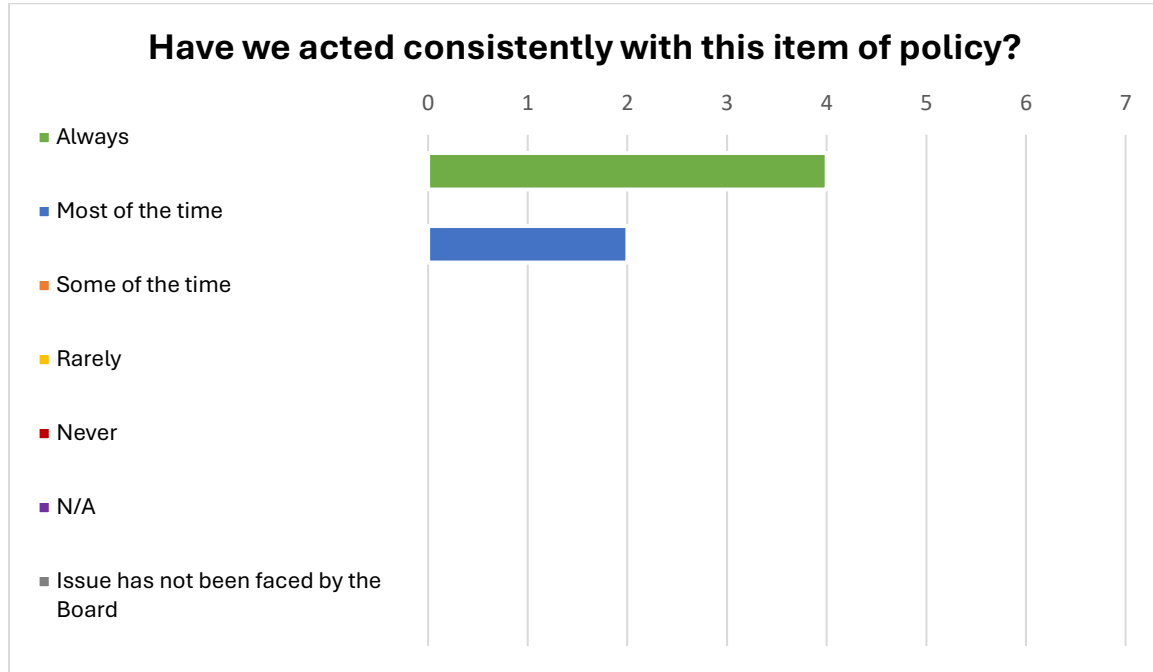
**7. Trustees will be properly prepared for Board deliberation through the review of all Board meeting materials in advance of Board meetings.**



**Provide specific representative examples to support your above response when applicable.**

- We have an abundance of preparation material and the Trustees are conscientious in reading it and being prepared for discussion.
- Our Board is diligent and prepares for every meeting.
- I cannot speak for other Board members but I always read the Board material.

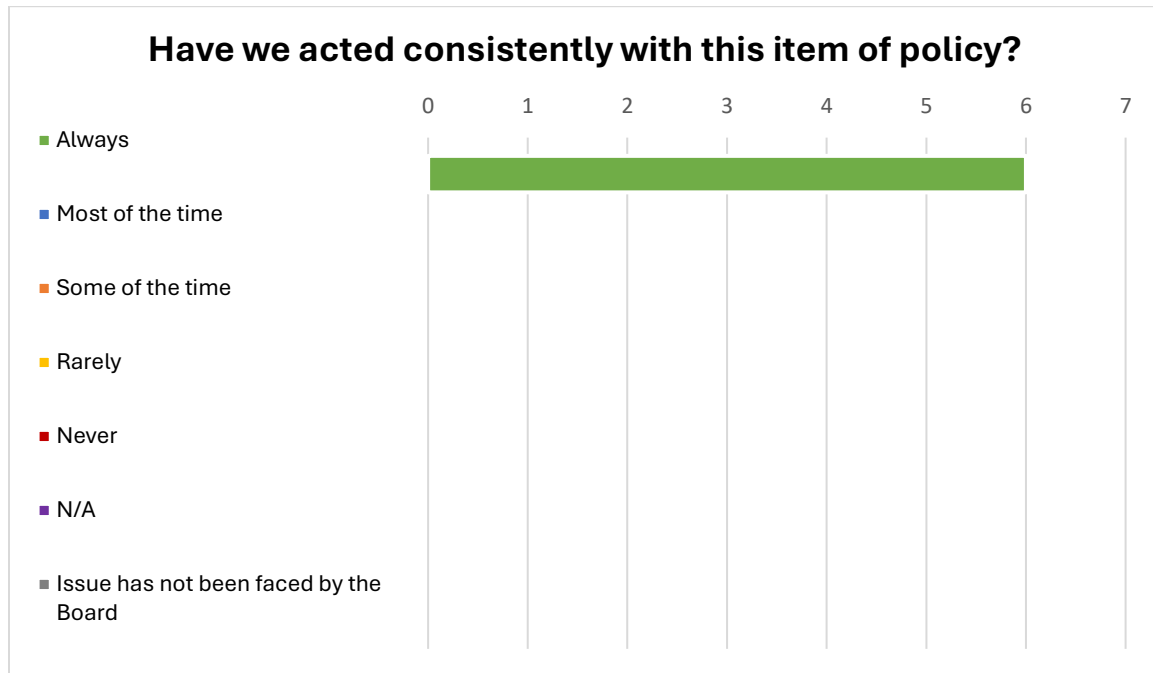
8. Trustees will collaborate with other Trustees and share information on matters of substance related to their governance role so that no one Trustee possesses information that all other Trustees should have. Such collaboration must adhere to legal requirements of board assemblage.



**Provide specific representative examples to support your above response when applicable.**

- Trustees do not hesitate to consult with each other and the Chairperson when needed. The Chairperson and the President keep all Trustees well-informed.
- I believe we have acted consistently with this at all times but can't be categorical in my response.
- As a college Trustee, I have communicated with Board members and provided the Board with information, if requested, regarding my opinion on an issue currently being discussed by the Board.
- I do think that sometimes there are meetings between Dr. Cheek and the Chairs that it might be good to get a briefing on. So that we are all operating on the same information. When I come to the Board meetings, I like to think we are current and all operating with same information.

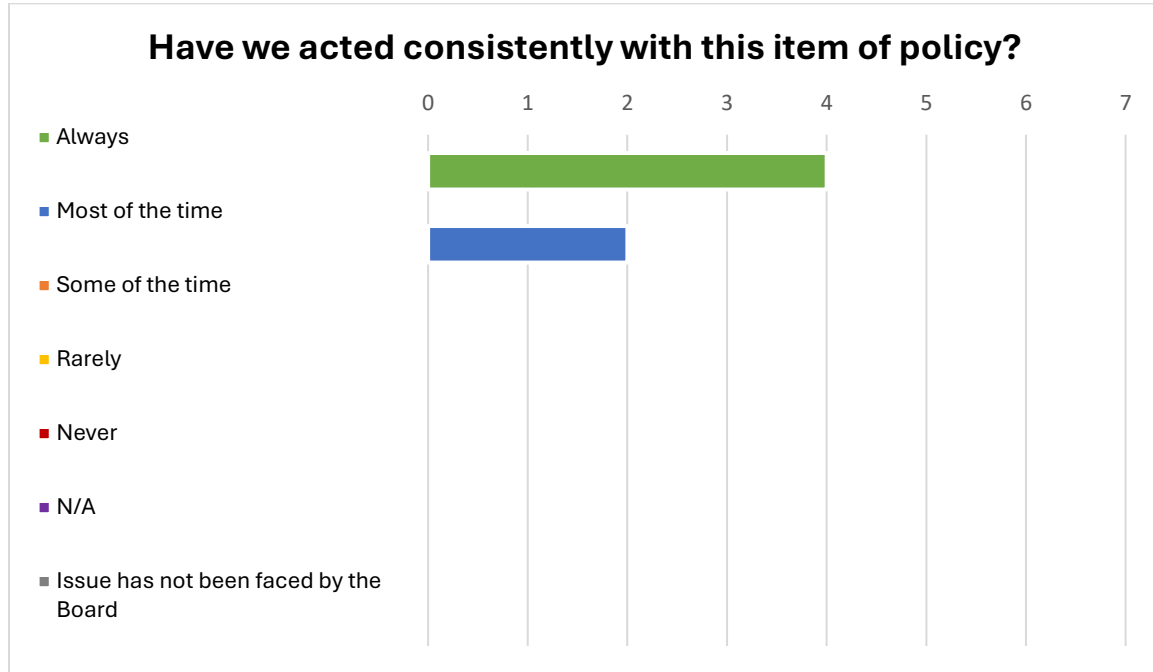
**9. Trustees will support the authority of Board decisions, regardless of the member's personal position on the issue.**



**Provide specific representative examples to support your above response when applicable.**

- Thus far, the Board has remained unified and in support of the decisions made by the Board.
- We are one Board, and our decisions are our decisions.
- Once the Board has decided on an issue, we speak with one voice to ownership, customers, legislators, and stakeholders. A specific example of policy execution is our response to the controversy surrounding the repurposing of the childcare center.
- Not aware of anyone not in agreement with a Board decision. Recent addition of Jan Gardner raised question of procedure. But she did not try and change Board decision.

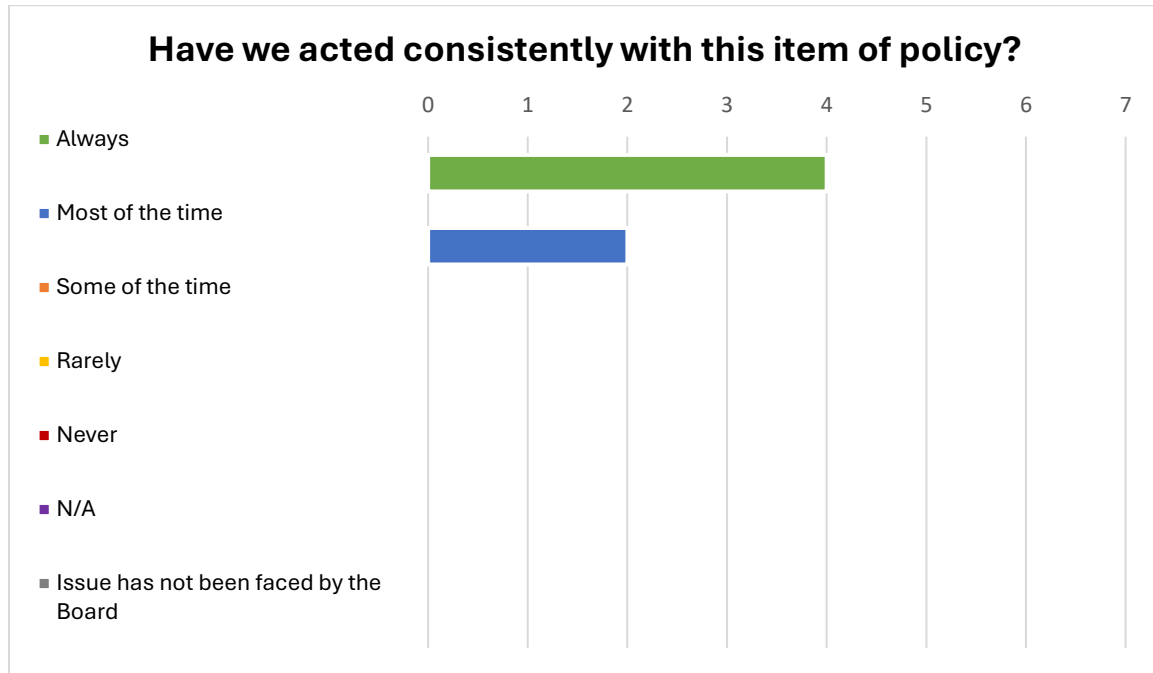
**10. Trustees shall review community college publications and regularly take part in educational activities including state, regional and national meetings and events that will assist them in their ability to serve effectively as a member of the College's governing Board.**



**Provide specific representative examples to support your above response when applicable.**

- All Board members receive the ACCT publication and representatives of this Board attend state, regional and national meetings.
- The Trustees make every effort to attend college events and conferences when feasible.
- Each Board member has other life demands, and we seek to accomplish this to the extent feasible.
- I believe the Board tries to participate in as much as possible and is actively looking for opportunities to engage (i.e., recent BOE visit).

**11. Trustees are encouraged to communicate the Board's interest and respect for student accomplishments by attending student commencement ceremonies and events.**



**Provide specific representative examples to support your above response when applicable.**

- The Trustees demonstrate a strong effort to attend student events when feasible.
- We all attend as much as humanly possible.
- I think the Board always has someone representing the Trustees at most or all events.



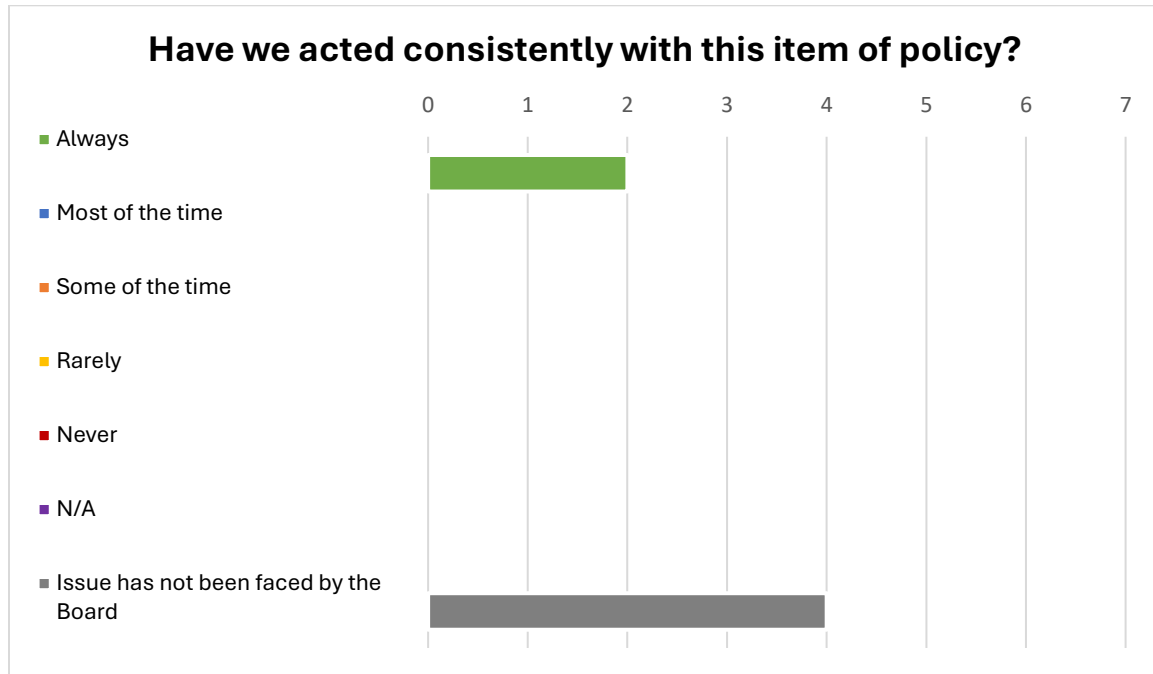
**12. Trustees shall hold themselves and other Trustees accountable for complying with this Code of Conduct.**



**Provide specific representative examples to support your above response when applicable.**

- We self-police as required.
- Not aware of any time when we have not conformed.

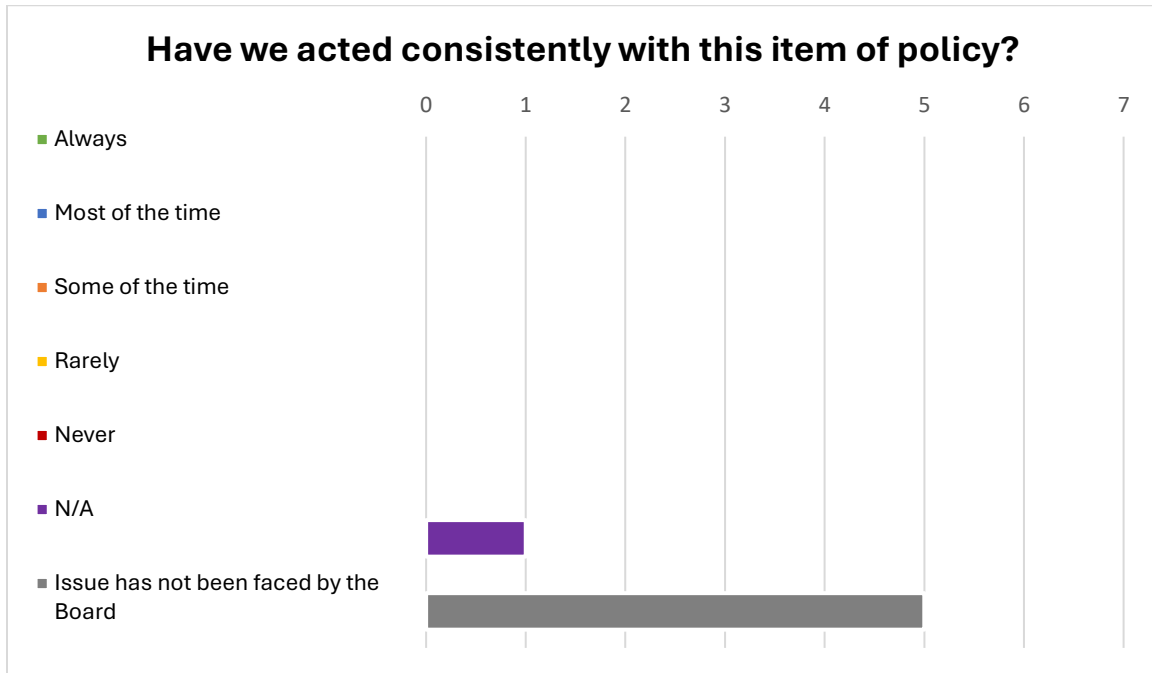
**13. If there is a perceived violation by a Trustee(s), it is incumbent upon the involved members to attempt to resolve the conflict. If resolution is not reached, members will engage the Chair in an attempt to reach resolution prior to engagement of the Board as a whole.**



**Provide specific representative examples to support your above response when applicable.**

- This process is understood by Trustees.
- Not occurred in my tenure.
- Once the Board has decided on a matter, we speak with one voice to ownership, customers, legislators, and stakeholders. A specific example of policy execution is exemplified in its handling of Board policy conflict resolution among College Trustees regarding the controversy surrounding the repurposing of the childcare center.



**14. Trustees who are found to have violated the Board’s Code of Conduct are subject to a Board review of their actions and a possible formal Board rebuke in the form of a direct criticism noted in the Board minutes.**



**Provide specific representative examples to support your above response when applicable.**

- There have been no violations of our Board Code of Conduct.
- Not occurred in my tenure.



## FCC BOARD OF TRUSTEES POLICY

**Policy Type:** Board-CEO Delegation

**Policy Title:** President Succession

**Policy Number:** BCD-5

**Date Adopted:** 6.4.2024

**Version:** 1.0

**Date Last Reviewed:** 6.4.2024

**Responsible Party:** President's Office

**Reviewing Committee:** Board of Trustees

In its role of assuring organizational performance and continuity, the Board shall act in the event of the President's absence to ensure consistent leadership for the management of the organization and, if necessary, an orderly transition in President succession.

### Short- and Long-Term Absences

1. The Board considers a short-term absence to be one which is longer than one month and less than six months in which it is expected that the President will return to their position once the event that precipitated the absence is resolved. Any absence longer than six months constitutes a long-term absence.
  - 1.1. For a short-term absence, the President will designate to the Board up to two College executive staff members, one of whom the Board shall choose to assume temporary (i.e., Acting President) leadership of the operation of the organization. The Acting President, to the extent feasible, will have a full suspension of their normal duties during this temporary period.
2. For a long-term absence, the Board will meet as soon as feasible at a special or regular meeting to appoint an Acting President.
  - 2.1. The Acting President will have the same authority and accountability as the President. Furthermore, if the Acting President is a member of the College executive staff, they will have a suspension of their normal duties to the fullest extent possible.
3. The Board will determine if it wishes to amend its Executive Limitations in areas of significant organizational risk or increase the frequency of monitoring for any policy or any part of any policy for the period of the President's absence.

4. In addition to monitoring Acting President performance through the normal cycle of monitoring reports, the Board will provide a summative performance assessment of the Acting President at agreed upon intervals.
5. The Board will determine compensation for the Acting President appointment.
6. Immediately upon the appointment of the Acting President, the Board Chair, in collaboration with the newly appointed Acting President, will notify the Senior Leadership Team, College employees, the FCC Foundation, Inc. Board of Directors, and key civic and organizational leaders of the appointment. Appropriate and timely notice shall also be provided to the entire College community.

### **Return from Absence**

1. The Board and President shall mutually decide upon the schedule for return to the position.
2. Upon the President's return, and as is deemed appropriate by the President and the Board Chair, the President may maintain a reduced schedule for a set period of time with the commitment of working toward a full-time schedule.
3. If either the short- or long-term absence entails a medical or other event that the College is unable to reasonably accommodate, the Board shall determine the anticipated return to service and/or the inability to do so and the period of time that it is prudent to continue with the Acting President appointment.
4. If the President notifies the Board that the absence will be permanent, the Board Chair, with input and direction from Trustees, will develop a plan for recruitment and selection of a new Permanent President.
  - 4.1. The Board reserves the right to relieve the Acting President (allowing them to return to their position and normal duties) in favor of appointing an Interim President (i.e., internal employee, external consultant, or other external hire) until a Permanent President is selected.
5. Service as Acting or Interim President shall not preclude an individual from being considered by the Board for permanent appointment as College President.
6. Regardless of the process used, the Board will approve the person to be appointed Interim and/or Permanent President.

<b>Date Of Change</b>	<b>Version</b>	<b>Description of Change</b>	<b>Responsible Party</b>
6.4.2024	1.0	First release following Policy Governance consulting work.	President







## FCC BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Investment in Governance

**Policy Number:** GP-9

**Date Adopted:** 5.22.2024

**Version:** 1.0

**Date Last Reviewed:** 5.22.2024

**Office Responsible:** President's Office

**Reviewing Committee:** Board of Trustees

Consistent with its commitment to excellence in Policy Governance, the Frederick Community College Board of Trustees will invest in its governance capacity.

1. All new and existing Trustees shall be provided with training and access to information that clearly details the role of the Board and the Board's expectations of a Trustee, including the Policy Governance methodology, and shall be provided a copy of Board policies.
2. Board skills, methods, and support will be sufficient to ensure governing with excellence.
  - 2.1. New Trustees shall receive a complete orientation to ensure familiarity with the organization's history, issues and structure and the Board's governance process.
  - 2.2. Trustees shall have ongoing opportunities for and be encouraged to pursue continued education to enhance their Policy Governance capabilities.
  - 2.3. Outreach mechanisms will be used as needed to ensure the Board's ability to listen to Owners' viewpoints and values.
  - 2.4. Outside monitoring assistance will be arranged and available as needed so that the Board can exercise sufficient control over organizational performance. This includes, but is not limited to, access to professional assistance as deemed necessary, including accounting experts capable to conduct a fiscal audit.
3. Costs will be prudently incurred, though not at the expense of endangering the development and maintenance of superior governance capability.

- 3.1. The Board, in consultation with executive leadership, and as part of the institution's annual budgeting process, shall establish an annual budget for its own governance and related functions, which shall include funds for Board meeting costs; Board education and orientation; costs of a fiscal audit, legal counsel, and any other outside monitoring assistance required; and costs of methods such as focus groups, surveys and opinion analyses to ensure the Board's ability to listen to Owner viewpoints and values, professional development, travel, etc. The Board shall be accountable for the use of this budget.
4. The Board will use its governance means policies (Governance Process Policy) as measurable standards against which the Board's performance can be evaluated.
  - 4.1. The Board will evaluate and discuss the Board's process and performance at each meeting.
  - 4.2. Under the leadership of the Board Chair, the Board will conduct self-evaluation on an ongoing basis and, at least annually, a self-evaluation with such facilitation as may be deemed appropriate. As a result of this evaluation, the Board will establish a governance action plan for improving any identified areas.
    - 4.2.1. The Board will regularly monitor its adherence to its Governance Process and Board-CEO Delegation policies. Upon the choice of the Board, policy adherence or compliance may be monitored at any time. However, at minimum, the Board will undertake such self-monitoring and evaluation according to an established schedule.

<b>Date Of Change</b>	<b>Version</b>	<b>Description of Change</b>	<b>Responsible Party</b>
5.22.2024	1.0	First release following Policy Governance consulting work.	President





## **FCC BOARD OF TRUSTEES POLICY**

**Policy Type:** Board-CEO Delegation

**Policy Title:** Global Statement

**Policy Number:** BCD-0

**Date Adopted:** 6.4.2024

**Version:** 1.0

**Date Last Reviewed:** 6.4.2024

**Office Responsible:** President's Office

**Reviewing Committee:** Board of Trustees

The Board's sole official connection to the operational organization, its achievements and conduct will be through a chief executive officer, titled President & CEO, hereinafter "President."

<b>Date Of Change</b>	<b>Version</b>	<b>Description of Change</b>	<b>Responsible Party</b>
6.4.2024	1.0	First release following Policy Governance consulting work.	President



**To:** Dr. Annesa Payne Cheek, President  
Frederick Community College Board of Trustees

**From:** Tracey McPherson and Tom Lynch  
Board Nominating Committee

**Date:** June 11, 2025

**Subject: Action Item**  
Board Nominating Committee Report for Election of Officers

**Board Policy:** Bylaws of the Board of Trustees of Frederick Community College

### **OVERVIEW**

At the April 23, 2025 meeting of the Board of Trustees, Board Chair Theodore Luck appointed Vice Chair Tom Lynch and Trustee Tracey McPherson to serve as the Board Nominating Committee. The Committee was instructed to present its report at the June 11, 2025 Board meeting.

### **REPORT**

The Board Nominating Committee respectfully submits the following slate of officers for the FCC Board of Trustees for FY 2026 (July 1, 2025 through June 30, 2026). The nominees have expressed a willingness to serve in these positions, if elected.

Theodore Luck, Chair  
Carolyn Kimberlin, Vice Chair





# **BOARD OF TRUSTEES 2026 MEETING SCHEDULE**

**January 21**

**February 18**

**March 18**

**April 22 (4<sup>th</sup> Wednesday)**

**May – No Meeting**

**June 10 (2<sup>nd</sup> Wednesday)**

**July – Retreat TBD**

**August 19**

**September 16**

**October 14 (2<sup>nd</sup> Wednesday)**

**November 18**

**December – No Meeting**

All meetings are held on the third Wednesday of the month at 4:30 p.m.  
(unless otherwise indicated)

**Other Dates:**

- ACCT Legislative Summit – February 8-11 (Washington, DC)
- Govern for Impact Conference – June 18-21 (location TBD)
- ACCT Leadership Congress – October 21-24 (Chicago)





**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Date:** June 11, 2025

**Subject:** **Action Item**  
Approval of Proposed Agreement for Legal Services for FY 2026 with  
Pessin Katz Law, P.A.

**Board Policy:** GP-4 Board Job Contributions

### **RECOMMENDATION**

Recommend approval of Proposed Agreement for Legal Services for FY 2026 with Pessin Katz Law, P.A.

### **OVERVIEW**

Board Governance Process Policy GP-4, Board Job Contributions, Section 6 states that the Board has direct responsibility to "... provide a transparent process of review and disclosure that enhances owner and stakeholder confidence in the organization's legal counsel and auditor utilization." Further, Section 6.1 states "The Board may, at its discretion engage in additional options to assist the Board in its decision-making, including but not limited to, appointment, compensation and oversight of the College attorney; designation of specific area(s), if any, of legal focus; and liaison with legal counsel on behalf of Board."

### **ANALYSIS**

- The Board appointed Pessin Katz Law, P.A. as College legal counsel in June 2013. A retainer agreement has been executed each year since then.
- The annual retainer of \$100,000 for FY 2026 is an increase of \$5,000 over FY 2025.
- The proposed agreement includes a \$15 increase in the hourly rate, from \$335 per hour to \$350 per hour.
- Any fees in excess of the retainer are billed at the end of June at 80% (a 20% discount). All ordinary out-of-pocket expenses will also be billed at the end of June.
- Any extraordinary expenses (e.g., expert witness fees, transcription services, etc.) will be billed as they are incurred.

### **ATTACHMENT(S)**

Proposed Agreement for Legal Services for FY 2026

David N. Pessin °  
 Drake Zaharris \* ^ ●  
 Patricia McHugh Lambert\*  
 Rochelle S. Eisenberg  
 Edmund J. O'Meally  
 Catherine W. Steiner  
 Mairi Pat Maguire \*  
 Kimberly L. Battaglia  
 Gregory S. Weiner \*  
 Paul M. Finamore \*  
 Lauren B. Ades  
 Eric E. McLauchlin  
 Aidan F. Smith  
 Kimberly A. Longford  
 Chantelle M. Custodio \*  
 Robert S. Campbell  
 Elliott D. Petty  
 David A. Burkhouse  
 Andrew G. Scott  
 Kambon R. Williams +  
 Adam E. Konstas  
 Helen M. Smith \*  
 Megan G. Anderson  
 Susan M. Euteneuer  
 Augustus F. Brown  
 Albert John Anderson Young  
 Amy L. Griboff \*  
 Christopher J. Greaney

Gerald M. Katz (1937-2014)

\* Also Admitted in DC ● Also Admitted in MA  
 ^ Also Admitted in PA >Also Admitted in FL  
 ° Also Admitted in GA + Also Admitted in NY  
 ~ Also Admitted in NJ % Also Admitted in VA  
 < Also Admitted in NC

# PESSIN KATZ LAW, P.A.

ATTORNEYS AT LAW

SUITE 500

901 DULANEY VALLEY ROAD

TOWSON, MARYLAND 21204

410-938-8800

[www.pklaw.com](http://www.pklaw.com)

Direct Line  
 (410) 339-6757

[comeally@pklaw.com](mailto:comeally@pklaw.com)

May 6, 2025

Halle P. Gray  
 ~Meghan E. Sibiski  
 Jim Nghieu  
 >Alejandro Camacho  
 <Christopher A. Vernick  
 Nathan H. Adams  
 %\*Ryan J. Carter  
 Briah M. Gray  
 M. Elisabeth Silva  
 \*Jason C. Parkins  
 Clarke C. Rich  
 Hannah M. Wardell  
 Zachary W. Muir  
 <Sahil Shah  
 ^Alexandria Hodge  
 Jeneen S. Burrell  
 Chelsea A. Roberts  
 Anastacia Topaltzas  
 Jacob M. Thompson

Counsel  
 Tracey Dallahan-McLauchlin  
 Noelle W. Newman  
 Kimya B. Thomas

Of Counsel  
 Carl R. Gold  
 Randall M. Lutz  
 Margaret M. McKee  
 Henry E. Schwartz  
 Andrew H. Vance  
 Andrew E. Vernick  
 ^ Thomas J. Zagami

## **By Electronic Mail**

Mr. Theodore M. Luck, Chair  
 Board of Trustees  
 Frederick Community College  
 7932 Opossumtown Pike  
 Frederick, MD 21702

Re: Proposed Agreement for Legal Services for FY 2026

Dear Chair Luck:

On behalf of the law firm of Pessin Katz Law, P.A, I am happy to propose that the Board of Trustees of Frederick Community College (hereinafter, the "College") retain our Firm for fiscal year 2026 in accordance with Board Governance Process Policy GP-4.

For Fiscal Year 2026, we propose a retainer arrangement similar to what we have had in the current and past years but with a modest increase to the annual retainer and to the hourly rate. For the retainer, we propose an increase from the current \$95,000 to \$100,000, which will be paid monthly at a set amount of \$8,333.33 per month. For the hourly rate, we also propose an increase from the current \$335.00 per hour to \$350.00 per hour. As in the current and prior years, the hourly charges will be applied against the retainer each month with an annual reconciliation of any fees that are incurred in excess of the retainer at the end of June billed at 80% over the retainer amount (*i.e.*, a fee discount of 20%). All ordinary out-of-pocket expenses

Mr. Theodore M. Luck, Chair  
May 6, 2025  
Page 2

**PESSIN KATZ LAW, P.A.**

incurred will also be billed at the end of June. As in the past, any extraordinary expenses (*e.g.*, expert witness fees, transcription services, etc.) will be billed as they are incurred.

My partners and I have greatly enjoyed working with the College since 2013, and we look forward to continuing our relationship in the future. We are dedicated to being responsive to the College's legal needs, are available to come to the College's campus whenever the need arises. We are committed to providing the very best advice and representation available on the many complex legal issues that arise in running a Maryland education institution. We are certain that we can meet the College's diverse and many legal needs in a thorough, prompt, and ethical manner.

If you agree to the terms set forth in this letter, please indicate your acceptance by sending us an executed copy or other writing to that effect. Should you, the other Trustees, or President Cheek have any questions in this regard, please feel free to contact me to discuss this matter further.

Very truly yours,

*Edmund J. O'Meally*

Edmund J. O'Meally

Agreed to this \_\_\_ day of June, 2025:

---

Theodore M. Luck, Chair

cc: Dr. Annesa Cheek, President





**To:** Frederick Community College Board of Trustees

**From:** Dr. Annesa Payne Cheek, President

**Cc:** Scott McVicker, CFO and Vice President for Finance and Administration

**Date:** June 11, 2025

**Subject:** **Consent Agenda Item**  
Fiscal Year (FY) 2026 Operating Budget, Capital Budget, and Salary/Wage Scales

## RECOMMENDATION

Recommend approval of the Fiscal Year (FY) 2026 Operating Budget, Capital Budget, and Salary/Wage Scales with submission to the Frederick County Council of the FY 2026 Operating, Capital, and Auxiliary Service-Bookstore Budgets.

## OVERVIEW

The FY 2026 proposed operating and capital budgets will be submitted to the Frederick County Council for ratification upon approval.

## ANALYSIS

### 1. **REVENUES:**

Operating Revenues proposed for FY 2026 total \$78,776,318, including \$2,300,000 in Strategic Reserves. This represents an increase of \$3,918,715 or 5.2% over the FY 2025 adopted budget.

- **Tuition and Fees - \$21,588,862 (credit and non-credit)**

The FY 2026 Operating budget proposal includes a 3% increase for in-county, out-of-county, and out-of-state tuition and fee rates. Tuition and fees were not raised from FY 2022-2024 despite inflationary and enrollment pressures on the College's budget, and a modest 2% increase was implemented in FY 2025. The proposed FY 2026 credit tuition and fees schedule will be effective for Fall 2025 registration. Under this proposal, tuition and fee rates for FY 2026 are as follows:

FY 26 Proposed Per Credit Hour Rates					
	Change from FY 25 to FY 26				
	Tuition	Fees (+\$0.16)	New Tuition + Fees	\$	%
In-County	\$136.00	29.50	\$165.50	\$4.58	2.8%
Out-of-County	\$297.00	29.50	\$326.50	\$9.52	3.0%
Out-of-State	\$402.00	29.50	\$431.50	\$12.52	3.0%

\*Fees consist of the Consolidated Service Fee and the Student Activity Fee. The Consolidated Service Fee of \$26.00 remains unchanged, while the Student Activity Fee increases from \$3.34 to \$3.50.

Despite enrollment increases, tuition and fees account for the smallest percentage of revenues compared to State and County funding. Keeping

tuition and fees in balance and proportion with other revenue sources is necessary. A modest annual adjustment to tuition rates helps avoid the need for large year-over-year adjustments in the future. The proposed increase in tuition rates will yield approximately \$350,000 in additional revenue.

The FY 2026 tuition revenue also forecasts a modest 2% enrollment increase over the current academic year. In recent years, Frederick Community College has experienced enrollment increases, and we believe a 2% enrollment projection over FY 2025 actual enrollment to be a conservative budget forecast.

1. **State Funding - \$25,676,415 including \$22,625,215 (Cade funding) and \$3,051,200 (State Benefits).**

The Governor's proposed budget "rebased" the Cade Funding formula from a 29% funding tie to selected four-year institutions to 27.2%, effectively reducing Cade Funding to all community colleges. Due to FCC's strong enrollment growth, \$22,625,215 in Cade funding represents a 9.1% increase over FY 2025 funding to the College.

2. **County Funding - \$26,999,083 total, including \$26,255,452 (Cash) and \$743,631 (In-Kind).**

A request was made to the Frederick County Executive for an additional \$1,500,000 for FY 2026 to ensure institutional sustainability and to help fund additional costs to meet enrollment demand. The Frederick County Executive reduced this to \$500,000. In addition, the County Executive added \$185,257 to in-kind services, which will be offset by the same amount in expenses.

3. **Other Income - \$2,211,958**

Other income comprises a small portion of proposed operating revenues. The largest revenue sources categorized here include interest income and contract training. The College expects to benefit from favorable interest rates. Contract revenue includes training proceeds from the Mid-Atlantic Center for Emergency Management (MACEM).

4. **Use of Strategic Reserves - \$2,300,000**

Per the Board Policy, EL-4, Financial Conditions and Activities, "the President shall not fail to recommend on an annual basis, as appropriate, other Strategic Reserves ... over and above the operating fund balance reserve." The FY 2026 budget recommends the use of \$2,300,000 for one-time initiatives. Funding technology improvements to improve data analysis and processes, capital needs, strategic planning, and future-proofing is recommended.

2. **EXPENSES:**

Operating expenses proposed for FY 2026 total \$78,776,318, including \$2,300,000 from Strategic Reserves. This is an increase of \$3,918,715 over the adopted FY 2025 budget, resulting in a balanced budget.



Key expense allocations include:

1. Investments to continue to attract and retain talent.
2. Fringe benefit costs correspond to salary and wage projections. The budget includes a 6.5% increase for health insurance.
3. The proposed budget includes increased funding for software, public safety, IT equipment, and utilities.
4. Due to enrollment growth and inflationary pressures, the total proposed non-compensation budget for FY 2026 is up \$1.5M or 10.6% over the adopted FY 2025 non-compensation budget.
5. The non-compensation budget includes a proposed operating contingency of approximately 1.1% of expenditures, not including the Strategic Reserve, totaling \$830,190 for FY 2026. The contingency is available for unforeseen expenses or to respond to opportunities that may arise outside of the annual planning and budgeting cycle.
6. As noted above, the FY 2026 budget includes the proposed use of \$2,300,000 from Strategic Reserves. These reserves are established by Board policy and provide opportunities to address strategic, one-time needs. For FY 2026, projects include technology enhancements, capital needs, and strategic planning/future-proofing initiatives.

### 3. **CAPITAL BUDGET:**

The county council adopted the following capital projects for funding in FY 2026. The College requested Systemics funding for capital projects of \$3,189,300 and received an appropriation of \$2,189,300. No state funding was requested or allocated for capital projects in FY 2026.

	<b><u>Total</u></b>	<b><u>County</u></b>	<b><u>State</u></b>
Campus Services Building	\$ 7,719,000	\$7,719,000	\$ 0
Classroom Technology Upgrades	\$ 110,250	\$ 110,250	\$ 0
Technology Upgrades	\$ 300,000	\$ 300,000	\$ 0
FCC Systemics	\$ 2,189,300	\$2,189,300	\$ 0

**Total \$ 10,318,550    \$10,318,550    \$ 0**

*Attachment:*

FY 2026 Proposed Operating Budget – Projection of Revenues and Expenditures, CIP Summary  
FY 2026-2031, FY 26 Pay Scales.

**FREDERICK COMMUNITY COLLEGE****Operating Budget History, Actuals FY 21 to FY 24, Adopted FY 25 Budget, Proposed FY 26****REVENUE**

	<b>FY21 Actual</b>	<b>FY22 Actual</b>	<b>FY23 Actual</b>	<b>FY24 Actual</b>	<b>FY25 Budget</b>	<b>FY26 Budget</b>	<b>FY 26 to FY 25 (budget to budget)</b>	<b>Percent Change</b>
<b>TUITION/FEES</b>								
Summer	1,256,232	1,153,059	1,520,080	1,161,356	1,868,251	2,008,336	140,085	7.5%
Fall	6,072,090	5,642,843	5,931,704	6,659,614	6,732,530	7,237,951	505,421	7.5%
Spring	5,169,855	5,122,225	5,770,320	6,204,347	6,504,814	6,993,006	488,192	7.5%
<b>TOTAL CREDIT TUITION</b>	<b>12,498,177</b>	<b>11,918,127</b>	<b>13,222,104</b>	<b>14,025,317</b>	<b>15,105,595</b>	<b>16,239,292</b>	<b>1,133,697</b>	<b>7.5%</b>
Consolidated Service Fee	2,252,438	2,167,346	2,311,126	2,486,921	2,825,940	2,882,100	56,160	2.0%
Student Activity Fee	253,747	238,736	257,931	275,290	242,016	307,650	65,634	27.1%
Instr. Material Fee	-	-	52	-	-	-	-	
Course/Program Fees	65,964	72,133	96,252	113,653	107,995	282,225	174,230	161.3%
Testing Fees	17,462	15,667	22,739	58,083	25,513	77,595	52,082	204.1%
<b>TOTAL CREDIT FEES</b>	<b>2,589,611</b>	<b>2,493,882</b>	<b>2,688,100</b>	<b>2,933,948</b>	<b>3,201,464</b>	<b>3,549,570</b>	<b>348,106</b>	<b>10.9%</b>
<b>TOTAL CREDIT TUITION/FEES</b>	<b>15,087,788</b>	<b>14,412,009</b>	<b>15,910,204</b>	<b>16,959,265</b>	<b>18,307,059</b>	<b>19,788,862</b>	<b>1,481,803</b>	<b>8.1%</b>
<b>CEWD TUITION/FEES</b>	<b>1,042,327</b>	<b>1,440,489</b>	<b>1,623,211</b>	<b>1,607,035</b>	<b>1,788,129</b>	<b>1,800,000</b>	<b>11,871</b>	<b>0.7%</b>
<b>TOTAL TUITION/FEES</b>	<b>16,130,115</b>	<b>15,852,498</b>	<b>17,533,415</b>	<b>18,566,301</b>	<b>20,095,188</b>	<b>21,588,862</b>	<b>1,493,674</b>	<b>7.4%</b>
<b>STATE REVENUE</b>								
State Formula Aid	11,154,005	13,283,580	16,429,152	18,548,628	20,743,431	22,625,215	1,881,784	9.1%
State Benefits	2,755,714	2,724,048	2,822,038	2,904,986	3,051,200	3,051,200	-	0.0%
<b>TOTAL STATE</b>	<b>13,909,719</b>	<b>16,007,628</b>	<b>19,251,190</b>	<b>21,453,614</b>	<b>23,794,631</b>	<b>25,676,415</b>	<b>1,881,784</b>	<b>7.9%</b>
<b>COUNTY REVENUE</b>								
Cash	19,841,502	21,341,502	22,376,502	24,255,452	25,755,452	26,255,452	500,000	1.9%
In-Kind	411,182	457,059	241,801	420,026	558,374	743,631	185,257	33.2%
<b>TOTAL COUNTY</b>	<b>20,252,684</b>	<b>21,798,561</b>	<b>22,618,303</b>	<b>24,675,478</b>	<b>26,313,826</b>	<b>26,999,083</b>	<b>685,257</b>	<b>2.6%</b>
<b>OTHER INCOME</b>								
Interest Income	25,404	54,847	854,706	1,370,504	650,000	650,000	-	0.0%
Contracts	437,781	800,098	1,129,371	1,071,520	1,151,958	1,151,958	-	0.0%
Indirect Cost Reimbursement	271,040	330,527	197,003	364,265	210,000	210,000	-	0.0%
Other	1,603,902	2,510,118	1,268,720	274,171	200,000	200,000	-	0.0%
<b>TOTAL OTHER</b>	<b>2,338,127</b>	<b>3,695,590</b>	<b>3,449,800</b>	<b>3,080,461</b>	<b>2,211,958</b>	<b>2,211,958</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL REVENUE</b>	<b>52,630,645</b>	<b>57,354,277</b>	<b>62,852,708</b>	<b>67,775,852</b>	<b>72,415,603</b>	<b>76,476,318</b>	<b>4,060,715</b>	<b>5.6%</b>
<b>USE OF STRATEGIC RESERVES</b>					<b>2,442,000</b>	<b>2,300,000</b>	<b>(142,000)</b>	<b>-5.8%</b>
<b>TOTAL REVENUES + STRATEGIC RESERVES</b>	<b>52,630,645</b>	<b>57,354,277</b>	<b>62,852,708</b>	<b>67,775,852</b>	<b>74,857,603</b>	<b>78,776,318</b>	<b>3,918,715</b>	<b>5.2%</b>

## EXPENDITURES

	FY21 Actual	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Budget	FY26 Budget	FY 26 to FY 25 (budget to budget)	Percent Change
<b>COMPENSATION</b>								
Full-Time Faculty, Administrators, Support Staff, CEWD Instructional Specialist	26,281,252	26,075,027	28,914,410	31,542,880	36,101,267	38,252,770	2,151,503	6.0%
Clinical/Field Experience Staff	738,517	683,641	825,290	872,784	1,125,790	906,400	(219,390)	-19.5%
Fee-Based Employees	12,052	4,221	15,386	20,041	16,480	20,600	4,120	25.0%
Credit Adjunct Faculty	3,338,498	3,376,779	4,014,878	4,215,948	4,708,600	4,276,999	(431,601)	-9.2%
CEWD Adjunct Faculty	372,143	479,982	638,804	613,820	733,360	661,260	(72,100)	-9.8%
Coaches	62,400	72,008	139,202	104,673	124,630	149,791	25,161	20.2%
Student Employment	80	1,248	13,813	49,759	90,000	64,163	(25,837)	-28.7%
Part-Time Variable Schedule (PTVS), LTE and Stipends	373,677	687,257	783,366	861,420	1,423,460	1,328,640	(94,820)	-6.7%
Extra and Overtime Hours	75,143	95,539	345,489	580,045	173,040	201,880	28,840	16.7%
Opt-Out Health Insurance	389,615	366,976	378,406	407,636	390,000	428,400	38,400	9.8%
<b>TOTAL COMPENSATION</b>	<b>31,643,377</b>	<b>31,842,678</b>	<b>36,069,043</b>	<b>39,269,007</b>	<b>44,886,627</b>	<b>46,290,903</b>	<b>1,404,276</b>	<b>3.1%</b>
<b>FRINGE BENEFITS</b>							-	
FICA	2,358,091	2,381,419	2,710,836	2,946,654	3,423,827	3,541,254	117,427	3.4%
FCC Tuition waivers for employees	94,537	89,403	97,024	111,640	125,000	140,000	15,000	12.0%
Retirement	2,950,368	2,877,893	2,993,503	3,120,806	3,417,922	3,789,801	371,879	10.9%
Life Insurance/ADD	114,244	115,350	124,144	138,209	161,541	142,000	(19,541)	-12.1%
Health Insurance	4,187,516	3,378,083	3,878,845	4,313,710	5,225,561	5,564,755	339,194	6.5%
Dental/Vision Insurance	119,170	101,703	107,728	116,968	119,900	240,000	120,100	100.2%
Long-Term Disability Insurance	78,815	78,388	84,381	93,626	95,000	94,000	(1,000)	-1.1%
Tuition Reimbursement	77,371	63,177	62,161	43,993	100,000	52,000	(48,000)	-48.0%
Workers Comp Insurance	102,193	97,388	84,961	102,773	110,001	145,731	35,730	32.5%
Unemployment	88,691	1,635	9,825	101,000	12,000	200,000	188,000	1566.7%
Leave Expense	147,478	(105,725)	153,582	186,497	175,100	187,000	11,900	6.8%
Rewards and Recognition	6,000	156,418	6,000	6,000	18,500	6,000	(12,500)	-67.6%
<b>TOTAL FRINGE BENEFITS</b>	<b>10,324,474</b>	<b>9,235,132</b>	<b>10,312,991</b>	<b>11,281,875</b>	<b>12,984,352</b>	<b>14,102,541</b>	<b>1,118,189</b>	<b>8.6%</b>
<b>FRINGE PERCENTAGE (FRINGE/COMP)</b>	<b>33%</b>	<b>29%</b>	<b>29%</b>	<b>29%</b>	<b>29%</b>	<b>30%</b>		
<b>TOTAL COMPENSATION + FRINGE BENEFITS</b>	<b>41,967,851</b>	<b>41,077,810</b>	<b>46,382,034</b>	<b>50,550,881</b>	<b>57,870,979</b>	<b>60,393,444</b>	<b>2,522,465</b>	<b>4.4%</b>
<b>NON-COMPENSATION COSTS</b>								
Contracted Services	1,382,565	1,823,952	2,358,751	2,865,924	3,200,783	3,122,448	(78,335)	-2.4%
Honorariums	18,491	41,102	37,788	40,738	78,975	81,275	2,300	2.9%
In-Kind County Services (Audit/IT/Appraisal)	411,182	457,059	241,801	420,026	558,374	743,631	185,257	33.2%
<b>TOTAL CONTRACTED SERVICES</b>	<b>1,812,238</b>	<b>2,322,113</b>	<b>2,638,340</b>	<b>3,326,688</b>	<b>3,838,132</b>	<b>3,947,354</b>	<b>109,222</b>	<b>2.8%</b>
Supplies and Materials	272,916	517,181	564,185	583,916	705,792	788,722	82,930	11.7%
Course Costs and Program Fees	229,451	335,413	450,672	361,404	491,177	640,753	149,576	30.5%
Vehicle Fuel	9,401	12,934	18,617	19,392	33,200	33,700	500	1.5%
Shipping and Postage	48,107	52,425	42,342	45,430	83,189	55,441	(27,748)	-33.4%
Telecommunications	122,954	75,018	64,630	72,294	99,344	104,692	5,348	5.4%
Professional Conference Fees & Meetings Travel	21,269	70,692	291,492	279,833	422,089	470,872	48,783	11.6%
Professional Licenses, Dues, and Fees	177,847	242,311	309,439	378,935	431,790	510,028	78,238	18.1%
Internal Meetings with Meals	3,750	58,743	112,412	151,797	-	-	-	-
Food for Student Events	-	-	-	-	85,563	97,900	12,337	14.4%
Food for Business Purposes	-	-	-	-	114,540	121,170	6,630	5.8%
Travel - Local and Non-local without Accommodations	222	5,862	9,267	16,256	77,845	60,250	(17,595)	-22.6%
Software and Software Licenses	725,469	578,820	1,172,890	739,200	864,906	1,339,601	474,695	54.9%
Transfers	2,002,184	2,284,666	2,196,969	2,424,036	3,217,360	2,842,967	(374,393)	-11.6%
Utilities	598,644	713,621	823,042	1,105,699	1,100,000	1,258,300	158,300	14.4%
Fixed Charges/Insurance	263,012	232,538	261,241	297,398	397,750	421,130	23,380	5.9%
Furniture/Equipment	157,619	608,166	732,135	856,944	553,866	630,099	76,233	13.8%
Computer/IT Equipment	116,516	207,587	460,545	363,737	319,885	482,200	162,315	50.7%
Library Collection	14,959	35,654	116,561	123,692	126,000	129,905	3,905	3.1%
Tuition Waivers/ Student Aid Expenditures	167,188	169,862	197,454	222,323	230,000	250,000	20,000	8.7%
Other	132,321	260,430	(51,413)	23,679	122,528	48,100	(74,428)	-60.7%
Other Contingency Expense	-	-	-	-	869,668	830,190	(39,478)	-4.5%
New-Strategic Initiatives	-	-	-	-	360,000	1,019,500	659,500	183.2%
<b>SUBTOTAL NON-COMPENSATION</b>	<b>6,876,067</b>	<b>8,784,036</b>	<b>10,410,818</b>	<b>11,392,653</b>	<b>14,544,624</b>	<b>16,082,874</b>	<b>1,538,250</b>	<b>10.6%</b>
<b>Percentage of Revenue (Non-Compensation/Revenue)</b>	<b>13.06%</b>	<b>15.32%</b>	<b>16.56%</b>	<b>16.81%</b>	<b>20.08%</b>	<b>21.03%</b>		
<b>TOTAL EXPENSES LESS OPERATING/STRATEGIC RESERVES</b>	<b>48,843,918</b>	<b>49,861,846</b>	<b>56,792,852</b>	<b>61,943,534</b>	<b>72,415,603</b>	<b>76,476,318</b>	<b>4,060,715</b>	<b>5.6%</b>
<b>STRATEGIC RESERVES' ALLOCATION</b>					<b>2,442,000</b>	<b>2,300,000</b>	<b>(142,000)</b>	<b>-5.8%</b>
<b>TOTAL EXPENSES</b>	<b>48,843,918</b>	<b>49,861,846</b>	<b>56,792,852</b>	<b>61,943,534</b>	<b>74,857,603</b>	<b>78,776,318</b>	<b>3,918,715</b>	<b>5.2%</b>



**Capital Improvement Program Request FY2026-2031**  
**Combined County and State Capital Funding Request**  
 Revised June 11, 2025

Combined County and State Capital Funding Request		Total		Prior	Total	Request	Request	Request	Request	Request	Request	Request
		Project	Other *	Approval	FY26-31	FY 2026	FY2027	FY2028	FY2029	FY2030	FY2031	After
<b>Capital Projects</b>												
County only	Campus Services Building	16,238,000		800,000	15,438,000	7,719,000	7,719,000					
County / State	Health Education and Athletics Center (Building D Renovation/Addition)	75,633,000		0	40,192,000				5,851,000	3,000,000	31,341,000	35,441,000
County / State	Innovation and Technology Center	64,359,808	10,860,058	0	53,499,750		15,209,809	11,748,237	14,461,896	12,079,808		
County only	<b>Systemics</b>			2,380,000	11,849,875	2,189,300	2,969,979	3,001,666	1,531,716	1,062,667	1,094,547	
	Emergency repairs				233,186	36,050	37,132	38,245	39,393	40,575	41,792	
	Life Safety Systems and Fire Sprinkler				666,246	103,000	106,090	109,273	112,551	115,927	119,405	
	ADA Accessibility repairs / upgrades				499,685	77,250	79,568	81,955	84,413	86,946	89,554	
	Roof Systems- repairs / replacements				129,368	20,000	20,600	21,218	21,855	22,510	23,185	
	Site Improvements (walkways, roadways, parking)				323,420	50,000	51,500	53,045	54,636	56,275	57,964	
	Mechanical / Electrical / Plumbing				323,420	50,000	51,500	53,045	54,636	56,275	57,964	
	Building doors, windows, exterior facade				333,123	51,500	53,045	54,636	56,275	57,964	59,703	
	Other deferred maintenance / backlog				333,123	51,500	53,045	54,636	56,275	57,964	59,703	
	Athletic Field relocation/buildings				2,000,000	700,000	800,000	500,000	0	0	0	
	Pedestrian Walkway, Circulation, and Campus Core				1,750,000	250,000	500,000	500,000	500,000	0	0	
	JBK Theatre Renovation				2,000,000	300,000	700,000	1,000,000	0	0	0	
	Miscellaneous Renovations				3,258,303	500,000	517,500	535,613	551,681	568,231	585,278	
<b>Technology</b>												
County only	Classroom Technology Upgrades - Equipment			250,000	661,500	110,250	110,250	110,250	110,250	110,250	110,250	
County only	Technology Upgrades - PeopleSoft			300,000	1,800,000	300,000	300,000	300,000	300,000	300,000	300,000	
<b>Other</b>												
State only	Facilities Renewal Grant - CCFRGP				1,500,000	0	500,000	0	500,000	0	500,000	
State only	Facilities Renewal Supplemental Funding - CCFRSF			0	0	0	0	0	0	0	0	
<b>Combined Total County and State Capital Funding Request</b>			10,860,058	3,730,000	124,941,125	10,318,550	26,809,038	15,160,153	22,754,862	16,552,725	33,345,797	35,441,000

\* FCC  
Funding



**Capital Improvement Program Request FY2026-2031**  
**County and State Capital Funding Shares**  
 Revised June 11, 2025

	Total	Prior	Total	Request	Request	Request	Request	Request	Request	Request
		Approval	FY26-31	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	After
<b>County and State Capital Funding Shares</b>										
County Capital Funding Share	66,844,732	3,730,000	63,114,732	10,318,550	16,236,229	3,411,916	10,534,321	7,851,676	14,762,040	14,991,543
State Capital Funding Share	61,826,393	0	61,826,393	0	10,572,809	11,748,237	12,220,541	8,701,049	18,583,757	20,449,457
<b>Combined Total County and State Capital Funding Request</b>	<b>128,671,126</b>	<b>3,730,000</b>	<b>124,941,126</b>	<b>10,318,550</b>	<b>26,809,038</b>	<b>15,160,153</b>	<b>22,754,862</b>	<b>16,552,726</b>	<b>33,345,797</b>	<b>35,441,000</b>

County Funding Request	Total	Prior	Total	Request	Request	Request	Request	Request	Request	Request
	Project	Approval	FY26-31	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	After
<b>Capital Projects</b>										
Campus Services Building	16,238,000	800,000	15,438,000	7,719,000	7,719,000					
Health Education and Athletics Center (Building D Renovation/Addition)	31,992,759	0	17,001,216				2,474,973	1,269,000	13,257,243	14,991,543
Innovation and Technology Center	16,364,141	0	16,364,141	0	5,137,000	0	6,117,382	5,109,759		
<b>Systemics</b>		2,380,000	11,849,875	2,189,300	2,969,979	3,001,666	1,531,716	1,062,667	1,094,547	
Emergency repairs			233,186	36,050	37,132	38,245	39,393	40,575	41,792	
Life Safety Systems and Fire Sprinkler			666,246	103,000	106,090	109,273	112,551	115,927	119,405	
ADA Accessibility repairs / upgrades			499,685	77,250	79,568	81,955	84,413	86,946	89,554	
Roof Systems- repairs / replacements			129,368	20,000	20,600	21,218	21,855	22,510	23,185	
Site Improvements (walkways, roadways, parking)			323,420	50,000	51,500	53,045	54,636	56,275	57,964	
Mechanical / Electrical / Plumbing			323,420	50,000	51,500	53,045	54,636	56,275	57,964	
Building doors, windows, exterior facade			333,123	51,500	53,045	54,636	56,275	57,964	59,703	
Other deferred maintenance / backlog			333,123	51,500	53,045	54,636	56,275	57,964	59,703	
Athletic Field relocation/buildings			2,000,000	700,000	800,000	500,000	0	0	0	
Pedestrian Walkway, Circulation, and Campus Core			1,750,000	250,000	500,000	500,000	500,000	0	0	
JBK Theatre Renovation			2,000,000	300,000	700,000	1,000,000	0	0	0	
Miscellaneous Renovations			3,258,303	500,000	517,500	535,613	551,681	568,231	585,278	
<b>Technology</b>										
Classroom Technology Upgrades - Equipment		250,000	661,500	110,250	110,250	110,250	110,250	110,250	110,250	
Technology Upgrades - PeopleSoft		300,000	1,800,000	300,000	300,000	300,000	300,000	300,000	300,000	
<b>Total County Request</b>		3,730,000	63,114,732	10,318,550	16,236,229	3,411,916	10,534,321	7,851,676	14,762,040	14,991,543
<b>State Funding Request</b>	<b>Total</b>	<b>Prior</b>	<b>Total</b>	<b>Request</b>	<b>Request</b>	<b>Request</b>	<b>Request</b>	<b>Request</b>	<b>Request</b>	<b>Request</b>
	<b>Project</b>	<b>Approval</b>	<b>FY26-31</b>	<b>FY2026</b>	<b>FY2027</b>	<b>FY2028</b>	<b>FY2029</b>	<b>FY2030</b>	<b>FY2031</b>	<b>After</b>
<b>Capital Projects</b>										
Health Education and Athletics Center (Building D Renovation/Addition)	43,640,241	0	23,190,784				3,376,027	1,731,000	18,083,757	20,449,457
Innovation and Technology Center	37,135,609	0	37,135,609		10,072,809	11,748,237	8,344,514	6,970,049		
<b>Other</b>										
Facilities Renewal Grant - CCFRGP		0	1,500,000	0	500,000	0	500,000	0	500,000	
Facilities Renewal Supplemental Funding - CCFRSF		0	0	0	0	0	0	0	0	
<b>Total State Request</b>		0	61,826,393	0	10,572,809	11,748,237	12,220,541	8,701,049	18,583,757	20,449,457

**Frederick Community College**  
**FY 2026 Salary Ranges**  
**Administrator**  
**Effective July 1, 2025 - June 30, 2026**

Grade	FY26 Step (3.5% of Midpoint)	Minimum	Midpoint	Maximum
B01	\$1,438.00	\$30,898.44	\$41,094.00	\$51,289.98
B02	\$1,546.00	\$33,215.50	\$44,177.00	\$55,138.11
B03	\$1,663.00	\$35,623.79	\$47,500.00	\$59,376.89
B04	\$1,787.00	\$38,296.43	\$51,063.00	\$63,829.72
B05	\$1,921.00	\$41,171.41	\$54,894.00	\$68,617.06
B06	\$2,065.00	\$44,256.92	\$59,010.00	\$73,763.49
B07	\$2,220.00	\$47,577.54	\$63,437.00	\$79,295.90
B08	\$2,387.00	\$51,146.12	\$68,194.00	\$85,242.36
B09	\$2,566.00	\$54,982.54	\$73,310.00	\$91,637.96
B10	\$2,758.00	\$59,104.36	\$78,806.00	\$98,508.44
B11	\$2,965.00	\$63,536.14	\$84,717.00	\$105,898.24
B12	\$3,187.00	\$68,302.43	\$91,071.00	\$113,838.94
B13	\$3,427.00	\$73,424.29	\$97,901.00	\$122,378.50
B14	\$3,684.00	\$78,932.14	\$105,244.00	\$131,555.51
B15	\$3,960.00	\$84,852.87	\$113,138.00	\$141,423.78
B16	\$4,257.00	\$91,214.55	\$121,622.00	\$152,030.10
B17	\$4,576.00	\$98,056.96	\$130,744.00	\$163,431.77
B18	\$4,919.00	\$105,411.67	\$140,550.00	\$175,688.45
B19	\$5,288.00	\$113,318.45	\$151,093.00	\$188,866.81
B20	\$5,748.00	\$121,815.90	\$164,241.00	\$206,666.43
B21	\$6,111.00	\$130,951.98	\$174,606.00	\$218,259.92

**Frederick Community College**  
**FY2026 Hourly Rate Ranges**  
**Support Staff**  
**Effective July 1, 2025 - June 30, 2026**

Grade	FY26 Step (3.5% of Midpoint)	Minimum	Midpoint	Maximum
S01	\$0.81	\$16.98	\$23.00	\$28.19
S02	\$0.84	\$18.25	\$24.00	\$30.29
S03	\$0.91	\$19.57	\$26.00	\$32.62
S04	\$0.98	\$21.05	\$28.00	\$35.07
S05	\$1.05	\$22.61	\$30.00	\$37.70
S06	\$1.12	\$24.32	\$32.00	\$40.53
S07	\$1.23	\$26.15	\$35.00	\$43.57
S08	\$1.30	\$28.11	\$37.00	\$46.84
S09	\$1.40	\$30.21	\$40.00	\$50.35
S10	\$1.51	\$32.47	\$43.00	\$54.13
S11	\$1.65	\$34.91	\$47.00	\$58.19
S12	\$1.75	\$37.53	\$50.00	\$62.55
S13	\$1.89	\$40.34	\$54.00	\$67.24
S14	\$2.03	\$43.37	\$58.00	\$72.28
S15	\$2.17	\$46.62	\$62.00	\$77.71
S16	\$2.35	\$50.11	\$67.00	\$83.54
S17	\$2.52	\$53.87	\$72.00	\$89.81
S18	\$2.70	\$57.92	\$77.00	\$96.53
S19	\$2.91	\$62.27	\$83.00	\$103.77
S20	\$3.12	\$66.94	\$89.00	\$111.56
S21	\$3.36	\$71.94	\$96.00	\$119.92

**Frederick Community College**  
**FY2026 Hourly Rate Ranges**  
**Support Staff - Third Shift Night Differential**  
**Effective July 1, 2025 - June 30, 2026**

Grade	FY26 Step (3.5% of Midpoint)	Minimum	Midpoint	Maximum
N01	\$0.81	\$17.77	\$23.00	\$28.97
N02	\$0.88	\$19.10	\$25.00	\$31.15
N03	\$0.95	\$20.48	\$27.00	\$33.53
N04	\$1.02	\$22.02	\$29.00	\$36.06
N05	\$1.09	\$23.69	\$31.00	\$38.75
N06	\$1.19	\$25.46	\$34.00	\$41.66
N07	\$1.26	\$27.37	\$36.00	\$44.80
N08	\$1.37	\$29.40	\$39.00	\$48.15
N09	\$1.47	\$31.62	\$42.00	\$51.77
N10	\$1.58	\$33.98	\$45.00	\$55.64
N11	\$1.68	\$36.54	\$48.00	\$59.82
N12	\$1.82	\$39.28	\$52.00	\$64.31
N13	\$1.96	\$42.22	\$56.00	\$69.13
N14	\$2.10	\$45.39	\$60.00	\$74.32
N15	\$2.24	\$48.80	\$64.00	\$79.87
N16	\$2.42	\$52.45	\$69.00	\$85.86
N17	\$2.59	\$56.39	\$74.00	\$92.31
N18	\$2.80	\$60.61	\$80.00	\$99.24
N19	\$3.01	\$65.17	\$86.00	\$106.68
N20	\$3.22	\$70.05	\$92.00	\$114.68



**Frederick Community College**  
**FY 2026 Hourly Rate Ranges**  
**Part-time Variable Schedule (PTVS) and Auxiliary Employees**  
Effective July 1, 2025 - June 30, 2026

Grade	Plan Type	Minimum	Midpoint	Maximum
A1	Auxiliary part-time	\$15.91	\$20.00	\$23.36
A2	Auxiliary full-time	\$16.37	\$21.00	\$25.29
A3	Auxiliary full-time	\$24.70	\$37.00	\$49.89
P1	Box Office Attendant, Art Studio Model, Art Gallery Assistant, Learning Assistant I & II, Game Room Attendants, Learning Support Assistant I, Restaurant Support I, Assistant Youth Programs, Student Assistants, Student Workers	\$15.91	\$18.00	\$20.25
P2	Art Studio Assistant, Theater Technician, Dual Enrollment Proctors, Learning Assistant III, Assistant Student Accounts Associates, Music Lab Assistant, HCTI Lab Assistant, Learning Support Assistant II, EM Administrative Associate II, Medical Lab Assistant, Monroe Center Instructional Assistant, Office Assistants	\$17.59	\$21.00	\$23.69
P3	Learning Assistant IV & V, Security Officer (on-call) Bus Drivers, Kids on Campus Youth Program Coordinators, Supplemental Academic Advisors, Part-time Athletic Trainer, Learning Support Assistant III	\$23.70	\$34.00	\$44.45
P4	Sign Language Interpreter, Music Program Staff, Accompanist	\$44.03	\$53.00	\$62.86

**Frederick Community College**  
**FY2026 Rates**  
**CEWD and MACEM&PS Part-Time Faculty Pay Scale**  
Effective July 1, 2025 - June 30, 2026

**Instructional Rates**

<b>Program/Area</b>	<b>Base rate per contact hour</b>	<b>Maximum rate per contact hour</b>
Community Education	\$29.26	\$60.74
Workforce Development	\$40.96	\$58.17
Adult Education & ESOL	\$40.99	\$42.13
MACEM&PS	\$51.79	\$77.35

- Course outline or syllabus and lesson plan preparation (including Blackboard, if applicable) are included in the instructor pay.
  
- A “per- head” compensation rate or a contract training rate outside of this scale may be requested with written justification to the AVP or Executive Director.
  
- The base rate per contact hour may be incrementally increased to the maximum in circumstances such as: Advanced Degree related to area taught; Years of teaching experience; Specialized Training or certification in area taught; Industry experience performing work in the area taught.

**Frederick Community College**  
**FY 2026 Rates**  
**Adjunct Pay Scale and Procedures**  
Effective July 1, 2025 - June 30, 2026

<b>Entry Level*</b>	<b>Intermediate Level</b>	<b>Master Level</b>
<b>Professional Development Begins</b>	<b>46 to 89 Credits/Hrs* AND Demonstrated Professional Growth ** AND Demonstrated Positive Teaching Experiences ***</b>	<b>90 Credits/Hrs* AND Demonstrated Professional Growth ** AND Demonstrated Positive Teaching Experience at FCC***</b>
<b>\$950</b>	<b>\$999</b>	<b>\$1,068</b>

*Posted rates are per credit*

**ENTRY LEVEL:**

- Faculty are hired based on discipline required educational credentials.
- Entry level faculty have less than 45 credits of teaching experience and/or are lacking documentation of professional development and/or positive teaching experience.

**INTERMEDIATE LEVEL:**

- Faculty document 45 to 89 credits of teaching experience.
- Faculty document professional growth in teaching.
- Faculty document positive teaching experience.

**MASTER LEVEL:**

- Faculty document 90 and above credits of teaching experience.
- Faculty document professional growth in teaching.
- Faculty document positive teaching experience.

**Initial Placement:**

- Adjunct Faculty are hired to teach courses based on discipline required educational credentials.
- \*30 hours/credits at the college level equals a year. Each full year of secondary/elementary or other non-college-level teaching is credited with one-half of a year. \*
- Previous experience and professional development (degrees, certifications, etc.) determines where initial placement occurs.

**\*\*Professional Growth:**

- Adjunct Faculty must demonstrate professional growth to advance to the next level. Adjunct faculty must contact the appropriate Dean and provide evidence of professional growth that is consistent with the College's definition of professional and organizational development and other appropriate educational experiences (certificates, degrees, etc.) Professional development includes, but is not limited to, participation in departmental and Center for Teaching and Learning events.

**\*\*\*Positive Teaching Experience:**

- Teaching experience is calculated using hours taught at the college level. \*30 hours/credits at the college level equals one year. Each full year of secondary/elementary or other non-college-level teaching is credited with one-half of a year. \*
- Demonstrated successful teaching experience must be documented (letters of recommendation, observation feedback, student evaluations, etc.)
- Administrators who teach a class as a part of their job description during their scheduled work hours will not receive additional compensation for the teaching assignment.
- Administrators who teach a class outside of their scheduled work hours/job description will be compensated according to the criteria of the FCC adjunct salary scale.
- Retired full-time faculty are paid at the level they were paid for overload before retiring.

**Frederick Community College**  
**FY 2026 Hourly Rates**  
**Clinical/Field Experience Staff**  
Effective July 1, 2025 – June 30, 2026

<b>Level I*</b> Professional Development Begins	<b>Level II</b> 45 to 89 Credits/Hrs* and Demonstrated Professional Growth** And Demonstrated Positive Teaching Experiences***	<b>Level III</b> 90 Credit/Hrs* and Demonstrated Professional Growth** And Demonstrated Positive Teaching Experience at FCC***
<b>\$63.30</b>	<b>\$66.55</b>	<b>\$71.28</b>

**LEVEL I:**

Clinical Instructors are hired based on discipline required educational credentials.

Entry level clinical instructors have less than 45 credits of teaching experience and/or are lacking documentation of professional development and/or positive teaching experience.

**LEVEL II:**

Document 45 to 89 credits of teaching experience (1,801-3,560 clinical instruction hours).

Document professional growth in teaching.

Document positive teaching experience.

**LEVEL III:**

Document 90 and above credits of teaching experience (3,561+ clinical instruction hours).

Document professional growth in teaching.

Document positive teaching experience.

**Initial Placement:**

Clinical Instructors are hired to teach courses based on discipline required educational credentials.

**Previous experience and professional development (degrees, certifications, etc.) determines where initial placement occurs.**

**\*\*Professional Growth:**

Clinical Instructors must demonstrate professional growth to advance to the next level.

**Clinical Instructors must contact the appropriate department chair, program manager, or coordinator and provide evidence of professional growth that is consistent with the College's definition of professional and organizational development and other appropriate educational experiences (certificates, degrees, etc.) Professional development includes but is not limited to participation in departmental and Center for Teaching and Learning events.**

**\*\*\*Positive Teaching Experience:**

Teaching experience is calculated using hours taught at the college level. \*30 hours/credit at the college level equals a year. Each full year of secondary/elementary or other non-college level teaching is credited with one-half of a year. \*

**Demonstrated successful teaching experience must be documented (letters of recommendation, observation feedback, student evaluations, etc.)**

**SCALE MOVEMENT PROCEDURES**

In consultation with department chairs/program manager or coordinator, all Clinical Instructors document requirements to move up scale. Documentation is kept by the department chair and subject to approval by the Associate Vice President and/or the Provost/Vice President for Academic Affairs.

**Change in the clinical instructor pay rate is determined by the department chair/program manager/coordinator.**

**It is the responsibility of the clinical instructor to present documentation of amount of positive teaching experience and professional development at FCC and other colleges to the department chair/program manager for the purpose of increasing payment on the scale. It is the responsibility of the department chair/program manager to keep a record of the rationale and decision to increase pay for each adjunct faculty.**



## Frederick Community College Board of Trustees

### President's Baseline Insight Report

### EL 3 – Communication & Support to the Board

Report Date: 6/11/2025

Compliance Status: (F) / P / N Compliant



**Note: Board Policy is indicated in bold typeface throughout the report.**

I am submitting this baseline insight report to the Frederick Community College Board of Trustees, focusing on the Board's Executive Limitation Policy: "EL-3 Communication & Support to the Board." This report is submitted for your review. I confirm that the information provided is accurate and establishes a baseline for compliance with the policy as approved by the Board, unless noted otherwise.

 6/11/2025

Annesa Cheek, Ed.D.  
President

Date

**The President shall not permit the Board to be unsupported in its work and shall not fail to proactively communicate, provide information and counsel to the Board in a timely manner.**

**Further, without limiting the scope of the above statement by the following list, the President shall not:**

- 1. Withhold, impede, or confound information relevant to the Board's informed accomplishment of its job.**

- 1.1. Allow the Board to be without timely decision information to support informed Board choices, including regular updates on the status of the Board's Policy Governance expenditures, environmental scanning data, and risk assessment.**

INTERPRETATION:

EVIDENCE:

<p>Compliance will be demonstrated when:</p> <ol style="list-style-type: none"> <li>a. The annual budget includes allocations for the Board's expenses.</li> <li>b. The Board is made aware if expenditures are anticipated to exceed the annual governance budget.</li> <li>c. Relevant background and context information is provided to aid in Board decision-making.</li> <li>d. The President will update the Board as needed regarding legal matters,</li> </ol>	<p>On 5/21/2025, the Executive Associate to the President and Board of Trustees confirmed the following:</p> <ol style="list-style-type: none"> <li>a. There are budget allocations in the FY25 budget for the Board's expenses. Specifically: \$282,500 for Contracted Services; \$3,500 for Honorariums; \$1,500 for Supplies and Materials; \$100 for Shipping &amp; Postage; \$25,000 for Travel with Accommodations; \$24,000 for Professional Dues &amp; Fees; \$5,000 for Food for Business Purposes; and \$1,500 for Travel w/o Accommodations.</li> <li>b. There were no instances of expenditures exceeding the annual governance budget.</li> <li>c. The President meets regularly with the Chair and Vice Chair of the Board to prepare meeting agendas in accordance with the Board's governance-level responsibilities. At each Board meeting, Trustees were provided an executive summary (in the form of a memo) for each item presented for action.</li> <li>d. The President has updated the Board</li> </ol>
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**The President shall not permit the Board to be unsupported in its work and shall not fail to proactively communicate, provide information and counsel to the Board in a timely manner.**

**Further, without limiting the scope of the above statement by the following list, the President shall not:**

- 1. Withhold, impede, or confound information relevant to the Board’s informed accomplishment of its job.**

- 1.1. Allow the Board to be without timely decision information to support informed Board choices, including regular updates on the status of the Board’s Policy Governance expenditures, environmental scanning data, and risk assessment.**

INTERPRETATION:

EVIDENCE:

federal, state, and local political considerations, concerns or threats to the College’s reputation, fiscal solvency, and any related impact to the College.

as needed regarding legal matters, federal, state, and local political considerations, concerns or threats to the College’s reputation, fiscal solvency, and any related impact to the College. Email communications reflect that reasonable levels of support are provided to Board members. During bi-annual, 1-on-1 meetings with each Trustee, the President has confirmed Trustee’s “satisfaction” with the level of communication. Any legal matters are addressed with the Board during Closed Session and with the aid of legal counsel. While the Maryland Association of Community Colleges (MACC) represents the collective advocacy voice of Maryland’s 16 community colleges at the State level, there is no full-time position at FCC to monitor federal, state, and local political considerations that might be unique to FCC and our political environment. A lobbying firm is being considered for FY26.

This interpretation is reasonable because the idea that effective boards need timely and accurate information from the CEO to make sound decisions is widely supported in governance literature by organizations such as Govern for Impact and the American Association of Community College Trustees.

**1.2. Neglect to submit timely monitoring data including, interpretations of Board policies that provide the observable metrics or conditions that would demonstrate compliance, rationale for why the interpretations are reasonable and evidence of compliance.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:  
a. Monitoring reports are submitted to the Board as scheduled.

a. The Board agreed to receive Baseline Insight Reports in lieu of Monitoring Reports during FY25 as part of the transition to full deployment of the Policy Governance® Model. As of 6/6/2025, the Executive Associate to the President and Board of Trustees confirmed that all 13 Baseline Insight Reports have been submitted as scheduled.

This interpretation is reasonable because the monitoring report is a formative basis for measuring organizational outcomes which is synonymous with the President’s performance. These reports evaluate the achievement of Board specified Ends and Executive Limitations.

**1.3. Let the Board be unaware of any actual or anticipated non-compliance with any Ends or Executive Limitations policy, regardless of the Board's monitoring schedule.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

- a. The President has informed the Board when there is anticipated, and/or actual non-compliance with any Executive Limitations or Ends policy, and that such communication has been documented.

- a. As of 6/6/2025, the Executive Associate to the President and Board of Trustees confirmed that the following eleven (11) Baseline Insight Reports were submitted as documented in the Board meeting minutes:

- EL-1 Treatment of Students on 10/16/2024 (partially compliant)
- EL-2 Treatment of Students on 10/16/2024 (partially compliant)
- EL-4 Financial Conditions and Activities on 11/16/2024 (partially compliant)
- EL-6 Planning on 1/15/2025 (partially compliant)
- EL-7 Land Use on 1/15/2025 (fully compliant)
- EL-9 Asset Protection on 2/19/2025 (partially compliant)
- EL-10 Investments on 2/19/2025 (fully compliant)
- EL-0 General Executive Constraint on 3/19/2025 (fully compliant)
- EL-5 Organization Culture on 3/19/2025 (partially compliant)
- EL-8 Access to Education on 4/23/2025 (fully compliant)
- EL-11 Compensation and Benefits on 4/23/2025 (partially compliant)

The remaining two Baseline Insight Reports were submitted in the 6/11/2025 Board meeting packet as follows:

- EL-3 Communication and Support to the Board (fully compliant)
- E-1 Ends (partially compliant)

Areas of compliance will be expected to be maintained and areas of non-compliance

**1.3. Let the Board be unaware of any actual or anticipated non-compliance with any Ends or Executive Limitations policy, regardless of the Board's monitoring schedule.**

INTERPRETATION:

EVIDENCE:

will be expected to be addressed prior to the submission of the formal Monitoring Report.

This interpretation is reasonable because it is best practice for the President to provide the Board with updates regarding matters of compliance on a timely basis, including notifications regarding the status (e.g. fully compliant, partially compliant, non-compliant) for all Monitoring Reports.

**1.4. Let the Board be unaware of any incidental information it requires, including:**

- **Anticipated media coverage;**
- **Actual or anticipated legal actions;**
- **Changes in executive personnel;**
- **Anticipated noncompliance with federal law, state law or local;**
- **Quarterly financial statements;**
- **Annual year-end financial report; or**
- **Names and titles of two executive administration members familiar with Board and presidential matters and processes.**
- **At least every quarter a presentation from a designated area.**
- **On a timely basis, an overview of new projects or initiatives.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

- a. The President regularly provides communications, and/or phone calls when necessary, to inform Trustees of media coverage; actual or anticipated legal actions; changes in executive personnel; anticipated noncompliance with federal law, state law or local law; and urgent matters.
- b. Quarterly financial statements, year-end financials, and annual audit reports are presented to the Board.
- c. In accordance with BCD-5 President Succession, the names and titles of two executive administration members (which I interpret as direct reports to the President) familiar with Board and presidential matters and processes are provided to Trustees when there is a short-term absence of the President. Said executive would provide a presentation from a designated area at least quarterly and a timely overview of new projects or initiatives.

On 5/15/2025, the Chief of Staff confirmed the following:

- a. For the 12 preceding months, the President has regularly communicated, in person, via email and phone calls, to Trustees regarding media coverage; actual or anticipated legal actions; changes in executive personnel; anticipated noncompliance with federal law, state law or local law; and urgent matters.
- b. Quarterly financial statements were submitted at the 9/18/2024, 11/20/2024, 2/19/2025, and 6/11/2025 Board meetings. The annual audit report was submitted at the 10/16/2024 Board meeting.
- c. There have been no short-term absences of the President as defined in Policy BCD-5 President Succession. The names of two executive administration members are on file in the office of Human Resources in the event there is a short-term absence of the President.

This interpretation is reasonable because it provides a continuous and timely flow of information to the Board directly from the President.

**1.5. Allow the Board to be unaware that, in the President's opinion, the Board is not in compliance with its own policies on Governance Process and Board- Management Delegation, particularly in the case of Board behavior which is detrimental to the work relationship between the Board and the President.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

- a. The Board is notified during a meeting (and recorded in minutes) that they are out of compliance with established Board policy(ies), citing the appropriate Governance Process or Board-CEO Delegation policy.
- b. During the summer retreat, time is provided to discuss the Board/President's work relationship, Policy Governance practice, and Governance Process and Board-CEO Delegation policy compliance.

- a. On 5/15/2025, the President confirmed that there were no instances that reflected a lack of compliance with established Board policies during Board meetings for the 12 preceding months.
- b. At the July 9, 2024 Board Retreat, the President and Trustees had a teambuilding exercise, the Board developed a policy review and monitoring schedule, and the Board discussed the process for their self-evaluation per the retreat meeting minutes.

This interpretation is reasonable because it provides both instantaneous and regularly scheduled opportunities for monitoring Board compliance.

**1.6. Present information in unnecessarily complex or lengthy form.**INTERPRETATION:EVIDENCE:

Compliance will be demonstrated when:

- a. Unless otherwise requested, the Board meeting pack content is clear and labeled appropriately so Trustees know what items are for action or informational only. Further, each item shall include an executive summary that outlines the issue before the Board and what is being asked of them regarding the item, and at a content length that is reasonably succinct.
- b. Each Board agenda includes an item regarding the quality and relevance of information presented.

On 6/6/2025, the Executive Associate to the President and Board of Trustees confirmed the following:

- a. All ten (10) Board regular meeting packets for FY25 included items that were labeled clearly and an executive summary memo was provided for each information/discussion item and action item. Executive summaries are not provided for Board Policy Reviews and Board Survey reviews as the items do not lend themselves to an executive summary format.
- b. Each regular meeting agenda for FY25 included an item titled "Meeting Content Review" regarding the quality and relevance of the information presented during the Board meeting.

This interpretation is reasonable because it presents information to the Board in an organized and comprehensive manner. Further, each Board meeting agenda has an evaluation agenda item at the conclusion of each board meeting, where Trustees can give direction to the President as to additional modifications related to the presentation of information.

**2. Withhold from the Board the support needed for its official functioning and communications.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

- a. The President has provided administrative support to the Board for all reasonably requested items, including but not limited to, Board meeting preparation, recording meeting minutes, policy storage, and professional development arrangements.

- a. On 5/15/2025, the Chief of Staff confirmed that the Executive Associate to the President and Board of Trustees has been assigned to provide administrative support to all Board members. Email communications reflect that reasonable levels of support are provided to Board members, meeting minutes have been recorded and policy storage has been verified. The Executive Associate provided Trustees with information regarding state and national professional development opportunities at the ACCT Leadership Congress and Legislative Summit, MACC Leadership Conference, and Govern for Impact Conference, and coordinated participation for all who registered to attend

This interpretation is reasonable because it facilitates dedicated administrative support for Board activities, by facilitating a clear communication and support linkage to assist with the Board's needs.



**3. Favor any Board Member or Members above the Board as a whole.**INTERPRETATION:EVIDENCE:

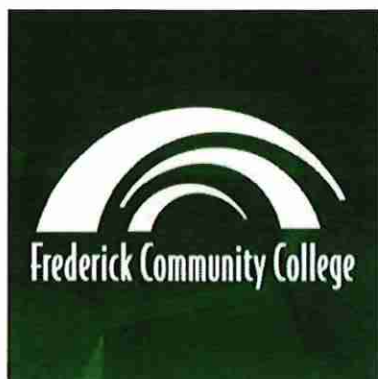
Compliance will be demonstrated when:

- a. The Board Chair confirms that they have not received any notice from Board members as to their belief that one or more members are favored over others.

- a. On 5/15/2025, the Board Chair confirmed that he has not received any notice from Board members as to their belief that one or more members are favored over others by the President.

This interpretation is reasonable because the Chief Governance Officer and all Trustees are provided with the opportunity to confirm the absence or presence of Board Member favoritism.





## Frederick Community College Board of Trustees

### President's Baseline Insight Report

#### EL 1 – Ends

Report Date: 6/11/2025

Compliance Status: F / ☒ (P) / N Compliant



**Note: Board Policy is indicated in bold typeface throughout the report.**

I am submitting this baseline insight report to the Frederick Community College Board of Trustees, focusing on the Board's Executive Limitation Policy: "E-1 Ends." This report is submitted for your review. I confirm that the information provided is accurate and establishes a baseline for compliance with the policy as approved by the Board, unless noted otherwise.

A handwritten signature in blue ink that reads "Annesa Cheek".

6/11/2025

Annesa Cheek, Ed.D.  
President

Date

**Note: Board Policy is indicated in bold typeface throughout the report.**

**Global ENDs Statement:**

**Frederick Community College exists to provide all Frederick County residents and others who choose to enroll at the College, with the education, workforce preparation, skills, abilities, and personal growth necessary to succeed in an increasingly interconnected world, at a cost that demonstrates the prudent use of the College's available resources.**

**1.0 Student Achievement and Workforce Preparation**

**1.1. Students acquire the foundational skills needed to complete their instructional pathway at the College.**

INTERPRETATION:

EVIDENCE:

I interpret acquiring "foundational skills" as the completion of math and English gateway courses, which are among the first credit-bearing, college-level courses in a program of study.

I interpret "instructional pathway" as a credit-bearing certificate or degree program.

Compliance will be demonstrated when:

a. Students select an instructional pathway aligned with their career aspirations.

b. Students complete gateway math and English courses within the first 30 credits of an instructional pathway.

a. On 5/12/2025, the Interim Vice President for Student Experience confirmed that 85% of students met with their advisor within their first year to confirm their instructional pathway aligned with stated career aspirations.

b. On 5/14/2025, the Provost and Vice President of Teaching, Learning and Student Success confirmed that the College does not currently have a mechanism in place to report this data. A report will be developed by spring 2026 to capture and identify the relevant information.

This interpretation is reasonable because research from the Community College Research Center (CCRC) demonstrates that students who complete gateway courses within the first 30 credits of an instructional pathway are more likely to persist and achieve their academic goals. CCRC is a research organization that focuses on the study and improvement of community colleges in the United States. CCRC is part of the Teachers College at Columbia University.

**1.2. Graduates have necessary preparation to successfully transfer to a baccalaureate granting institution.**

INTERPRETATION:

EVIDENCE:

I interpret “necessary preparation” as the College maintaining articulation agreements, and providing transfer guidance and transfer-related information to students.

Compliance will be demonstrated when:

- a. The College maintains current articulation agreements with four-year institutions.

- a. On 5/19/2025, the Provost and Vice President of Teaching, Learning, and Student Success confirmed that the College maintains current articulation agreements, which are updated on a five-year cycle to refresh curricular changes and/or update signatories. They are currently available to students via a [library research guide](#), with a website landing page under development to increase accessibility to students. The College has 145 separate articulations with 38 four-year transfer institutions.

Articulation agreements are managed by the Articulation and Transfer Success Coordinator, a new position created in May 2024. This position complements the Transfer Advisor but is distinctly different. The coordinator serves as the College’s point person for creating and updating transfer articulation agreements, collaborating with faculty and staff to develop articulation agreements that are academically sound, meet student demands, and include a commitment from partners to share data on the success of FCC transfer students.

In December 2024, FCC elected to join the Maryland Transfer Intensive, a multi-year effort aimed at substantially improving

**1.2. Graduates have necessary preparation to successfully transfer to a baccalaureate granting institution.**

INTERPRETATION:

EVIDENCE:

- b. The College provides students with access to accurate information about transfer options.

bachelor's attainment for community college students in Maryland, a joint initiative of the Aspen Institute College Excellence Program and Maryland Higher Education Commission. This initiative was launched in February 2025. Updates will be shared in future monitoring reports.

- b. On 5/12/2025, the Interim Vice President for Student Experience confirmed that Frederick Community College provides students with access to accurate and timely information about transfer options through multiple channels. These include academic advising—led in part by the College's dedicated Transfer Advisor—articulated transfer pathways, the [College website](#), and participation in statewide initiatives such as ARTSYS, Maryland's official articulation system that enables students to assess course transferability, match programs, and evaluate transcripts across Maryland public colleges and universities.

In Spring 2024, (the first semester FCC began formalizing post-appointment survey data collection) FCC recorded 162 Transfer Services advising appointments and 26 drop-in sessions. Of the students who completed the post-appointment survey that semester:

- a. 100% reported receiving helpful transfer and/or career resources,
- b. 92% confirmed that their degree plan aligned with their transfer or career goals, and
- c. 100% were "very satisfied" with their advising session.

FCC also hosted three major transfer events with 327 unique student

**1.2. Graduates have necessary preparation to successfully transfer to a baccalaureate granting institution.**

INTERPRETATION:

EVIDENCE:

- c. The College offers educational and outreach opportunities to prospective transfer students.

- participants, including a record-high 178 attendees at the Fall Transfer Fair and 96 students at the Transfer Scholarship Fair.
- c. On 5/12/2025, the Interim Vice President for Student Experience confirmed that the College provided outreach and educational opportunities to prospective transfer students during FY24 through events such as the Fall and Spring Transfer Fairs, campus visits, and articulation workshops. The College hosted three major transfer fairs with a combined 327 unique student participants, including 44 students who received on-the-spot acceptances during Instant Decision Days. The College also partnered with Hood College, UMGC, and Towson University to offer on-site transfer advising, resulting in 73 student sign-ins. These efforts support equitable transfer access and reflect the College's commitment to strengthening student pathways to four-year institutions.

This interpretation is reasonable because it aligns with best practices for improving transfer and baccalaureate completion as outlined in the CCRC Transfer Playbook.

**1.3. Students obtain the essential skills and associated credentials to obtain gainful employment in their chosen profession with family-sustainable wages.**

INTERPRETATION:

EVIDENCE:

I interpret "gainful employment" to mean:

- All Title IV eligible career related credentials are aligned with the U.S. Department of Education Gainful Employment standards.
- Frederick County graduates should have employment within one year of

**1.3. Students obtain the essential skills and associated credentials to obtain gainful employment in their chosen profession with family-sustainable wages.**

INTERPRETATION:

EVIDENCE:

graduation with compensation that is above 150% of the Federal Poverty Guidelines.

Compliance will be demonstrated when:

- a. The College submits the required Title IV career-related certificate programs to the U.S. Department of Education.

- a. On 5/21/2025, the Chief Foresight and Decision Support Officer confirmed that the U.S. Department of Education did not require a submission for FY24. This is an annual reporting requirement that resumed in FY25, following the last submission in FY19. On 2/18/2025, the College submitted the required Title IV career-related certificate programs to the U.S. Department of Education for FY25. The report currently applies only to Title IV-eligible credit certificate programs (14 programs) and does not include associate degree or non-credit programs. The U.S. Department of Education has announced that gainful employment metrics—such as debt-to-earnings ratios and earnings thresholds—will be published after the 9/30/2025, reporting deadline. These metrics will support institutional review and transparency and will be publicly available through federal platforms.

Data from all other FCC programs will be captured through the alumni survey (see 1.3b). Updates will be shared in future monitoring reports.

- b. Alumni survey respondents report employment and compensation at a level that is above 150% of the Federal Poverty Guidelines.

- b. On 5/21/2025, the Chief Foresight and Decision Support Officer confirmed that during FY24, the College did not administer an alumni survey to collect information on graduate employment or wage outcomes. The College previously conducted an alumni survey through the Maryland Higher Education Commission (MHEC), which



**1.3. Students obtain the essential skills and associated credentials to obtain gainful employment in their chosen profession with family-sustainable wages.**

INTERPRETATION:

EVIDENCE:

was administered biennially from 2015 to 2019 and collected data on wages and other post-graduation outcomes. The MHEC survey will be revived and administered in June 2026 to enable longitudinal comparisons with prior and future data. Updates will be shared in future monitoring reports.

The interpretation is reasonable because employment after graduation is a common and reasonable expectation of learners after investing in their education. Furthermore, Federal Gainful Employment standards, where applicable, require institutions to evaluate whether graduates of Title IV-eligible programs are earning wages sufficient to justify the cost of their education and training.

**1.4. Students gain the knowledge, skills, and abilities necessary to equitably participate in our society, our economy, and our democracy.**

INTERPRETATION:

EVIDENCE:

I interpret “knowledge, skills, and abilities necessary to equitably participate in our society, our economy, and our democracy” as critical thinking, problem solving, interpersonal, leadership, and written communication skills.

Generally, I interpret this policy statement to mean that, as part of the learning experience at Frederick Community College, students have the opportunity to gain an understanding of their roles and responsibilities in our community and society at large.

Compliance will be demonstrated when:

- a. Students are provided with opportunities to develop critical thinking, problem-solving, interpersonal, leadership, written

- a. On 5/22/2025 the Provost and Vice President of Teaching, Learning, and Student Success confirmed that students were provided opportunities to develop critical thinking, problem-solving,

<p>communication and cultural competency skills.</p>	<p>interpersonal, leadership, written communication and cultural competency skills through the following means:</p> <p>(1) completion of <a href="#">General Education CORE</a>, a grouping of courses within degree programs designed to provide students with a coherent intellectual experience and ensure they meet the College's ten general education goals. The General Education Goals are assessed on a five-year cycle using rubrics based on <a href="#">American Association of Colleges &amp; Universities VALUE</a> (Valid Assessment of Learning in Undergraduate Education) rubrics. Student work is evaluated against these criteria.</p> <p>(2) achievement of program learning outcomes for degree and certificate programs; these program learning outcomes are assessed annually on a rotational cycle (<a href="#">Learning Assessment Guide</a>) and achievement determined by evaluation of student signature assignments aligned to program outcomes. Learning outcome assessment data is collected and stored in the online platform, Watermark™. Program learning outcomes are listed, by program, in the College's <a href="#">Academic Catalog</a>.</p> <p>(3) participation in applied learning experiences within classroom and lab settings designed and facilitated by faculty. Examples include healthcare simulations, case studies, capstone projects, cyber range real-world simulations, hands-on labs in career programs such as culinary, welding, electrical, construction, virtual and augmented reality simulations, and gamification.</p> <p>(4) participation in academic co-curricular experiences such as:</p>
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	Event	Date	Number of Students
	Student Art Shows	Fall 2023, Spring 2024	89 93
	Honor Forum	Fall 2023, Spring 2024	91 121
	200 Monroe Restaurant & Pop-Up Bakery events	Fall 2023, Spring 2024	24
	Frederick Octoberfest – Culinary Students service	10/21/2023	10 10
	Pro Bono Day	4/11/2024	10
	Mass Casualty Simulation	4/20/2024	90
	Student Film Festival	5/11/2024	80
	<b>Student Conference Presentations</b>		
	Association of Faculties for Advancement of Community College Teaching (AFACCT)	1/11/2024	5
	Mobilizing Frederick's Annual Climate Summit	2/2/2024	1
	Model African Union	2/22/2024	5
	Maryland Collegiate Honors Council	2/23/2024	8
	Eastern Sociological Society Conference	2/29/2024	2
	Association for Women in Psychology	3/7/2024	1
	Macksey Humanities Symposium	3/21/2024	1
	Northeast Regional Honors Council	4/4/2024	5
	Mid-Atlantic Undergraduate Psych Conference	4/12/2024	2
	MD STEM Conference	4/20/2024	11
	Maryland Scholars Summit	4/27/2024	2
b. Students are provided with opportunities to develop an understanding of their roles and responsibilities in our community and society at large.	b. On 5/7/2025, the Interim Vice President for Student Experience confirmed that students were provided with civic engagement opportunities during FY24. Seventeen voter registration and education events were held		

<p>c. Students are provided with opportunities to develop leadership skills outside of the classroom environment.</p>	<p>in fall 2024, resulting in engagement with 1,437 students. Of these, 259 registered to vote for the first time, and 1,080 reported already being registered. On 2/6/2024, seven students traveled to Annapolis to participate in Maryland's Student Advocacy Day. The College also hosted four civic engagement events, including Constitution Day, a "Know Your Rights" Fair, and two Courageous Conversations focused on political and election education.</p> <p>These initiatives were supplemented by participation in 29 student organizations and eight workshops focused on leadership development, titled LeaderSHOPS. Collectively, these programs contribute to students' understanding of their roles and responsibilities in society and align with the Community College Survey of Student Engagement (CCSSE) framework, which the College administered during the reporting period.</p> <p>c. On 5/12/2025, the Interim Vice President for Student Experience confirmed that students were provided with opportunities to develop leadership skills outside of the classroom during FY24. A total of 450 students engaged in 29 recognized student organizations, and 50 students completed the College's LeaderSHOPS program, a series of eight workshops focused on interpersonal, professional, and leadership development. LeaderSHOPS topics included:</p> <ul style="list-style-type: none"> <li>a. Organizing Stuff, Space, and Schedule (in collaboration with the Learning Commons)</li> <li>b. Your Professional Journey: Résumé and Interviewing Skills (with CAPS)</li> <li>c. Marketing Roundtable</li> <li>d. Myers-Briggs, True Colors, and other personality type indicators</li> </ul>
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- e. Imposter Syndrome (with the MOSAIC Center)
- f. Diverse Populations – Neurodivergent (with LiveWell)
- g. Working Under Pressure & Making (Tough) Decisions

In addition, the College offered over 25 events through the MOSAIC Series in collaboration with faculty, departments, and community partners. These events emphasized active student leadership and engagement with themes of equity, identity, and advocacy, with attendance ranging from small groups to over 200 participants. These co-curricular experiences were designed in alignment with the Council for the Advancement of Standards in Higher Education (CAS). Formal assessment using CAS guidelines will begin in 2025–2026.

<b>2023–2024 Academic Co-Curricular Events &amp; Activities</b>		
<b>Event</b>	<b>Date</b>	<b>Approximate Attendance</b>
Painting the MOSAIC Mural	8/29/2023	36
Courageous Conversations: Cannabis	9/5/2023	45
Mental Health through Art (Wellness Week)	9/18/2023	100
Unify America College Bowl	10/12/2023	4
Banned Books Week (events on 4th and 5th)	9/14/2023	100
Field Trip to Library of Congress	10/4/2023	35
Rescue Mission Event	10/9/2023	400
Courageous Conversations: When Relationships Turn Violent	10/12/2023	56
Archeological Society of Maryland Meeting	10/14/2023	60

		French Film Fest (Gettysburg, weekly)	10/15/2023	4
		Crip Camp	10/24/2023	15
		Beyond Strangers: Victims to Victors	10/30/2023	60
		Bafa Bafa Training (Lisa's Class)	11/3/2023	25
		Get Out (Film Screening)	11/20/2023	25
		Beyond Strangers: Veterans	11/20/2023	45
		International Education Week	11/3/2023	100
		Interfaith Event	11/9/2023	75
		Trans Day of Remembrance	11/15/2023	22
		We're Not Really Strangers (Welcome Week)	11/13/2023	48
		Lunar New Year and Lion Dance	11/15/2023	120
		Black History Milestones at FCC	2/5/2024	55
		Where Do You Draw the Line? Simulation	2/27/2024	35
		Beyond Strangers: Senior Citizens	2/29/2024	45
		Mardi Gras Celebration	3/1/2024	75
		Courageous Conversations: Suicide and Self-Harm	3/7/2024	49
		Films to Build Empathy: <i>Peanut Butter Falcon</i>	3/14/2024	25
		Beyond Strangers: The Formerly Incarcerated	3/18/2022	55
		LeaderSHOP: Imposter Syndrome	4/17/2024	12
		Bafa Bafa Cross-Cultural Simulation	4/24/2024	25
		Courageous Conversations: Trans, Intersex, and Drag	5/1/2024	62

		Goal Ball (with Maryland School for the Blind)		30
		Hip Hop Appreciation Week		75

This interpretation is reasonable because research by organizations such as the American Association of Colleges and Universities (AAC&U) and the National Survey of Student Engagement (NSSE) considers these skills to be essential for personal and professional success. Furthermore, it is standard practice in higher education for core curriculum to foster the development of these competencies.

**1.5. Students experience a variety of co-curricular opportunities that favorably impact the lives of the participant(s).**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

- a. Students have access to co-curricular opportunities such as cultural and diversity programs, workshops, student clubs and organizations, athletics, service opportunities and activities outside of the classroom that support holistic learning and wellness.

- a. On 5/7/2025, the Interim Vice President for Student Experience confirmed that students had access to a variety of co-curricular activities during FY24, aligned with developmental domains outlined by the Council for the Advancement of Standards in Higher Education (CAS). While formal assessment using CAS standards will begin in FY25–26, FCC’s FY24 programming supported holistic student development across the following areas:

- a. **Interpersonal Competence:**  
450 students participated in 29 recognized student clubs and organizations, fostering teamwork, communication, and peer engagement.
- b. **Intrapersonal Development:**  
50 students completed eight LeaderSHOPS workshops, covering topics such as imposter syndrome, personality theory, and decision-making, aimed at increasing self-awareness and personal growth.
- c. **Civic Engagement and Responsibility:**

**1.5. Students experience a variety of co-curricular opportunities that favorably impact the lives of the participant(s).**

INTERPRETATION:

EVIDENCE:

Students engaged in culturally and civically oriented activities including the Great Frederick Fair (500 students), Frederick Speaker Series events (70 students), and community-based performances and awareness initiatives.

**d. Practical Competence:**

Professional development opportunities such as résumé and interview workshops, event planning, and marketing roundtables offered students transferable skills applicable to the workplace.

These co-curricular activities promote student learning beyond the classroom. Formalized assessment processes aligned with CAS will be implemented in FY26 to further evaluate impact and outcomes.

This interpretation is reasonable because it aligns with industry best practices described by the National Association of Student Personnel Administrators (NASPA), and is a focus of NSSE and the Community College Survey of Student Engagement (CCSSE). Each of these organizations is committed to studying and improving student engagement, particularly how students interact with their educational environment, both inside and outside of the classroom.

**1.6. Graduates demonstrate significant gains in their critical thinking, problem solving, interpersonal, leadership, and written communication skills.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

- a. Graduates report, on the graduation exit survey, perceived gains in these skills.

- a. On 5/21/2025, the Chief Foresight and Decision Support Officer confirmed



**1.6. Graduates demonstrate significant gains in their critical thinking, problem solving, interpersonal, leadership, and written communication skills.**

INTERPRETATION:

EVIDENCE:

- b. Employers report satisfaction with graduates.

that while the College administers a graduate survey annually, it does not currently collect data on these specific skills. A new survey will be developed to align with a nationally recognized framework for essential learning outcomes and career competencies. This approach will allow the College to gather more structured and comparable data on graduates' perceived skill development, complementing existing graduation exit survey results. A framework will be created in FY26 and the new survey will be conducted in spring 2026. Updates will be shared in future monitoring reports.

- b. On 5/8/2025 the Chief Foresight and Decision Support Officer confirmed that only the Physical Therapist Assistant program (currently conducting its inaugural administration), administers an employer satisfaction survey. To expand employer feedback on all graduates, new employer satisfaction surveys will be developed and administered in two ways:
- (1) during Program Advisory Committee (PAC) meetings for Career and Technical Education (CTE) throughout FY26. PAC committees are comprised of employers, industry professionals, faculty, and occasionally alumni or students and provide guidance and support to CTE programs. FCC currently maintains approximately 25 active Program Advisory Committees per year, each of which meets twice per year.

**1.6. Graduates demonstrate significant gains in their critical thinking, problem solving, interpersonal, leadership, and written communication skills.**

INTERPRETATION:

EVIDENCE:

These committees are designed to ensure that academic programs remain aligned with workforce needs, industry standards, and employment trends.

(2) to all employers in summer 2026 identified through the alumni survey of 2025 graduates.

Updates will be shared in future monitoring reports.

This interpretation is reasonable because these skills align with the National Association of Colleges and Employers (NACE) career readiness competencies. Graduate self-assessments and employer surveys are standard practices in higher education.

**2.0 Diverse populations of learners experience learning and academic success responsive to their unique whole learner needs.**

**2.1. Educational opportunities exist for those that might not otherwise have them.**

INTERPRETATION:

EVIDENCE:

I interpret "...those that might not otherwise have educational opportunities..." as learners of diverse backgrounds, student-parents, students with disabilities, military veterans, and first-generation and PELL-eligible students.

Compliance will be demonstrated when:

- a. The College's tuition is lower than comparable four-year private or state colleges and universities.

- b. The College provides federal, state, and institutional financial aid.

- a. On 5/7/2025, the CFO and VP for Administration confirmed the College's tuition (tuition per credit) is lower than every four-year public and private college and universities in the State of Maryland.

- b. On 5/7/2025, the Interim Vice President for Student Experience confirmed that

**2.0 Diverse populations of learners experience learning and academic success responsive to their unique whole learner needs.**

**2.1. Educational opportunities exist for those that might not otherwise have them.**

INTERPRETATION:

EVIDENCE:

- c. The College provides support services for students with diverse backgrounds, student-parents, students with disabilities, military veterans, and first-generation students.

during FY24, the College disbursed \$5,077,006 in federal grants, \$3,421,848 in federal loans, and \$887,264.28 in state aid. These funds supported 1,738 unduplicated students, including:

- a. 1,303 federal grant recipients
- b. 589 federal loan recipients
- c. 495 state aid recipients

Institutional aid was not disbursed during FY24 because the College had not yet established an institutional aid allocation process or budget. This aid category refers specifically to funds awarded directly by the College from institutional operating or tuition revenue—not to be confused with Foundation scholarships, which are awarded separately through donor-supported funds managed by the FCC Foundation.

The College's first institutional aid allocation was formally established for FY25, with disbursement processes and awarding criteria implemented to launch institutional grant funding beginning that cycle.

- c. On 5/12/2025, the Interim VP for Student Experience confirmed the College provided a variety of support services to students from diverse backgrounds, including:
- a. Disability Access Services (DAS): A total of 631 students received accommodations and support through DAS in FY24, including those enrolled in credit-bearing, Continuing

**2.0 Diverse populations of learners experience learning and academic success responsive to their unique whole learner needs.**

**2.1. Educational opportunities exist for those that might not otherwise have them.**

INTERPRETATION:

EVIDENCE:

Education, and Workforce Development (CEWD) programs. This includes:

- i. 554 students in credit programs (Fall 2023: 281; Spring 2024: 273)
- ii. 77 students in CEWD programs across Fall and Spring terms  
*(Note: CEWD operates on a fiscal calendar with Fall running July–December and Spring January–June. Some students begin in late Spring and finish after July, overlapping fiscal years.)*

b. PASS (Partnership to Achieving Student Success): 81 students served (50 from the 2023–2024 cohort; 31 from prior cohorts)

c. Men of Excellence (MOE): 52 participants

d. Parenting Student: 706 appointments for 275 unduplicated students

- i. [CCAMPIS](#) (Child Care Access Means Parents in School): 20 students served.

- ii. [Parents Lead](#): 27 students served,

- iii. [Project Forward Step](#): 13 served

e. Women of Excellence (WOE): 28 participants

**2.0 Diverse populations of learners experience learning and academic success responsive to their unique whole learner needs.**

**2.1. Educational opportunities exist for those that might not otherwise have them.**

INTERPRETATION:

EVIDENCE:

- f. Student Success Programs (SSP): 1,254 advising and coaching appointments with 605 unduplicated first-generation students; some of these appointments also supported cohort-based programs (e.g., PASS, MOE, WOE)
- g. Veteran and Military Services (VMS): A total of 363 enrollments were recorded in FY24 (173 in Spring and 190 in Fall). Within this, veteran-specific enrollments totaled 136 (68 in each semester). These figures are duplicated, as some students were enrolled across multiple terms
- h. Adult and Parenting Student Services: In FY24, the College hired a dedicated Adult and Parent Education Outreach Coordinator to better support the unique needs of adult and parenting learners

Additionally, the College utilized national tools such as the *College Success for Single Mothers* toolkit (*Transforming Data into Action*, 2023) to guide resource development and outreach strategy for adult learners. Recognizing the need for more coordinated data collection, FCC established a new EAB Navigate Coordinator position in FY24 to improve the consistency, accuracy, and usability of student engagement data across

**2.0 Diverse populations of learners experience learning and academic success responsive to their unique whole learner needs.**

**2.1. Educational opportunities exist for those that might not otherwise have them.**

INTERPRETATION:

EVIDENCE:

d. Learners have access to multiple modalities of course delivery (i.e., online, face to face, and hybrid).

student support programs. While formal CAS-based assessment will begin in FY26, this staffing and structural investment reflects the College's strategic commitment to ensuring equity-focused, data-informed outcomes for historically underserved students.

d. On 5/12/2025, the Provost and Vice President of Teaching, Learning, and Student Success confirmed that students have access to credit courses in the following modalities in the approximate proportion indicated: in-person (59%), online (29%), hybrid (11%), and hyflex (can attend in person or online any given day) (<1%); students have access to noncredit courses in the following modalities with the approximate proportion indicated: in-person (66%), online (26%), hybrid (7%), and hyflex (<1%). In addition, students have access to learning through courseware, white papers, and videos as part of the Mid-Atlantic Center for Emergency Management & Public Safety's library of free educational materials developed and maintained by subject matter experts in the emergency management field. Course materials for all modalities are available to students through the College's online Learning Management Systems.

This interpretation is reasonable because it addresses the primary barriers students face accessing higher education based on research conducted by the Community College Research

**2.0 Diverse populations of learners experience learning and academic success responsive to their unique whole learner needs.**

**2.1. Educational opportunities exist for those that might not otherwise have them.**

INTERPRETATION:

EVIDENCE:

Center (CCRC). Further, multiple delivery modalities provide more options for learners to access education.

**2.2. Learners have access to learning and academic support consistent with current technology and research.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

- a. The College's annual budget supports classroom technology that meets the needs of learners.

- a. On 5/12/2025, the Interim CIO confirmed that during the annual budgeting process for FY24, classroom technology needs were evaluated and funds allocated to support classroom technology. In the FY24 budget, \$250,000 was allocated to support classroom technology.

On 5/22/2025, the Provost and Vice President of Teaching, Learning, and Student Success confirmed that all 133 instructional spaces (classroom and labs) at the College are equipped with projection technology with sounds and instructor computer consoles. Of these spaces, 66 are also equipped with Hyflex technology, which includes a manual camera and a microphone for virtual participation by students.

- b. The College's annual budget supports equipment and technology that meet the requirements of academic programs or professional fields of study.

- b. On 5/22/2025, the Provost and Vice President of Teaching, Learning, and Student Success confirmed that annual requests for equipment in support of academic and workforce training began with recommendations made by program faculty based on evaluation of

**2.2. Learners have access to learning and academic support consistent with current technology and research.**

INTERPRETATION:

EVIDENCE:

relevant and current academic and industry standards. Requests were then reviewed and prioritized by Deans and elevated to the Provost. Requests for equipment over \$5,000 were submitted to the Associate Vice President for Operations for funding consideration. In FY 2024, the College budgeted \$539,000 for furniture and equipment, approximately \$175,000 was used to fund equipment for instructional programs. In FY24, operating funds within the academic and workforce program budgets included \$44,400 for purchases of equipment costing less than \$5,000. The College also received funding for equipment through the Perkins grant. In FY24, \$80,000 was allocated to fund equipment for degree and workforce programs.

Examples of equipment purchased that demonstrate the College met current technological needs of the field include, but are not limited to:

- (1) state of the art high and mid-fidelity simulation equipment for training health care professionals and medical technology that matches the real health care environment.
- (2) cyber range virtual IT environment to access real world cyber-attack scenarios.
- (3) industry standard biotechnology equipment for training students.
- (4) professional grade photography, video, and sound equipment that matches industry standards for film, video, and sound production.



**2.2. Learners have access to learning and academic support consistent with current technology and research.**

INTERPRETATION:

EVIDENCE:

- c. The College's Center for Teaching and Learning provides evidence-based academic support services to meet the needs of learners.

(5) upgrades to musical instruments, including pianos, to meet academic program and professional standards.

- c. On 5/20/2025, the Provost and Vice President of Teaching, Learning and Student Success confirmed that the academic support provided by the Center for Teaching and Learning are grounded in evidence-based practices and delivered through (1) Library Services, (2) the Learning Centers, and (3) the Testing Center.
- (1) Library Services at the College adhere to the Association of College and Research Libraries (ACRL) Standards for Libraries in Higher Education in the design and delivery of its services and aligns all instructional efforts with the [ACRL Framework for Information Literacy for Higher Education](#). Key services offered by the library include (a) management of library print and digital collections that support the college curriculum. Usage of collections continues to be robust: physical item circulation rose by 108% to 2,296 items and digital collection access increased by 3% to 245,933 items compared to the prior year; (b) access to technology and study spaces to support student learning including collaborative and quiet study areas with capacity for 160 students, 6 group project rooms with

**2.2. Learners have access to learning and academic support consistent with current technology and research.**

INTERPRETATION:

EVIDENCE:

whiteboards and projectors, 72 computers, 2 printers and 1 copier/scanner for student use, and a Digital Makerspace with 4 computers providing access to specialized software such as AutoCad and Adobe Creative Suite. The Library/Learning Commons recorded 62,724 visits—a 41% increase over the previous year. The addition of CPR-RQI manikins to the Digital Makerspace, in support of the Health Sciences program, contributed to a 127% increase in usage of that space; (c) technology, reference, and research support. The Library/Learning Commons Desk facilitated 11,424 direct student contacts and Librarians conducted 1,488 research consultations, including live chat assistance. User feedback on chat services averaged a satisfaction rating of 3.92 out of 4, highlighting the effectiveness and student-centered nature of support provided. (d) information literacy, instruction and resources. Librarians led 151 instruction sessions which showed significant gains in student confidence to conduct academic research with average self-assessment ratings increasing from 2.3 out of 5 prior to instruction to 4.3 out of 5 post-sessions.

- (2) Learning Centers at the College include the Tutoring and Writing Center (assists with writing across

**2.2. Learners have access to learning and academic support consistent with current technology and research.**

INTERPRETATION:

EVIDENCE:

the curriculum, research, study skills, and foundational languages), and the STEM Learning Center (assists with science, technology, engineering, math, accounting, and economics). The tutor training program is College Reading & [Learning Association \(CRLA\) certified through their International Tutor Training Program](#) for both Level 1 and Level 2. The College follows these standards which include 1) Basics of the Role of a Tutor, 2) Communication, 3) Learning/Studying Techniques, 4) Ethics and Equity, and 5) Practical Applications of Contemporary Research in the Field and Institutional Policies.

- (3) In FY24, the Learning Centers conducted 9,088 sessions which included the following key services (1) drop-in on-campus tutoring (individual and group); (2) online appointment individual tutoring; (3) online appointment group tutoring; (4) asynchronous paper review; (5) embedded tutoring in gateway courses; (6) in-person and online academic coaching; and (7) in-person and online learning workshops. Served were 1,544 unique students (up from 1,245 the year before); 280 instructors supported (equal to the year before); 900 remote papers reviewed (up from 617 the year before); 663 embedded tutoring sessions (up from 349 the year

**2.2. Learners have access to learning and academic support consistent with current technology and research.**

INTERPRETATION:

EVIDENCE:

before); 1,790 workshops completed (up from 966 the year before). A highlight to note is that student success rates increased by 5-6% for sections of MATH 145S with embedded tutors. Due to this, this model was expanded to another gateway course. In surveys, students reported a 97% satisfaction rating for their overall experience with services in the Learning Center.

- (4) The Testing Center provides evidence-based academic student support services in accordance with the standards and guidelines of the [National College Testing Association](#). The Center administers placement testing to determine students' appropriate course placement in English and math as well as departmental exams to support students with testing accommodations, online learners through ID-verification, and make-up testing. There were over 2,200 placement tests and 6,500 FCC course exams administered in FY24. The Testing Center also provides exams for various professional certifications to students and members of the wider community. The Center administered over 2,400 certifications/licensures resulting in revenues from vendor partnerships totaling over \$82,500 in FY24. And, finally, the Testing Center provided

**2.2. Learners have access to learning and academic support consistent with current technology and research.**

INTERPRETATION:

EVIDENCE:

students with effective time management and preparation strategies to do their best on the ACCUPLACER exam which helps to build study habits for success beyond placement. [The Placement Test Study Guide](#) received over 48,500 visits in FY24, which is the most visited of all Library Guides.

This interpretation is reasonable because the College has an existing process for acquisition and replacement of instructional technologies, software, and equipment to support up-to-date classroom and career instruction. Further, research by the National Association of Student Personnel Administrators (NASPA) shows that academic support services contribute to improved academic outcomes.

**2.3. Learners have ancillary support that meet their unique needs.**

INTERPRETATION:

EVIDENCE:

I interpret “ancillary support” that meets learners’ unique needs as nonacademic wraparound services.

Compliance will be demonstrated when:

- a. Learners have access to mental health resources and programming.

- a. On 5/12/2024, the Interim VP for Student Experience confirmed the College provided resources and programming through [FCC Livewell](#), such as short-term clinical based counseling, facility dog, and mental health first-aid training. LiveWell is a College-sponsored initiative that supports holistic student well-being across emotional, physical, financial, social, and environmental domains. In FY24, the Counseling and Wellness Center conducted:
  - o 20 individual and group appointments, supporting 285

**2.3. Learners have ancillary support that meet their unique needs.**INTERPRETATION:EVIDENCE:

b. Learners have access to food support.

c. Learners have access to financial resources that support emergency

unique clients (average 2.18 visits per client)

- 210 personal counseling sessions and 92 crisis appointments
- 202 walk-in sessions and 104 intake appointments
- 7 classroom interviews and limited phone/email outreach

Additionally, the Center facilitated 34 outreach events including:

- 19 student group outreach sessions
- 9 campus wellness events
- 2 Mental Health First-Aid trainings

These services reflect the College's commitment to reducing barriers to care and embedding wellness into the student experience. As of FY24, all services remained free and confidential.

b. On 5/12/2024, the Interim VP for Student Experience confirmed the College provides basic needs [support](#) through the Cougar Mart, Grab and Go Hub and Cougar Pods (food lockers). In FY24, the two Grab and Go Hubs recorded a combined total of 5,011 visits (4,855 at the Main Campus and 156 at the Monroe Center). The Cougar Mart was officially opened on 2/14/2024 and recorded a total of 1,654 visits for the FY24.

c. On 5/12/2024, the Interim VP for Student Experience confirmed the

**2.3. Learners have ancillary support that meet their unique needs.**INTERPRETATION:EVIDENCE:

needs (childcare, transportation, and housing).

- d. Learners have employment opportunities on campus.

College disbursed \$27,262.24 from the Student Emergency Assistance Fund for currently enrolled students with emergency needs, including food, shelter, and educational expenses.

- d. On 5/12/2024, the Interim Vice President for Student Experience confirmed that the College offers on-campus employment opportunities for students through the Federal Work-Study program, which are available across various departments throughout the College. During FY24, 33 students participated in this opportunity.

This interpretation is reasonable, as research by the Council for the Advancement of Standards in Higher Education (CAS) and the Hope Center for College, Community, and Justice indicates that non-academic support is essential to academic success.

**3.0 Regional Impact and Engagement****3.1. All residents of Frederick County are provided entry to an inclusive, equitable, human-centered, and financially accessible post-secondary education.**INTERPRETATION:EVIDENCE:

I interpret “inclusive, equitable, human-centered” as being an open access institution where residents, regardless of prior academic experience, have the opportunity to participate in post-secondary education and training. I would interpret “financially accessible” as the availability of financial resources to help pay for educational expenses.

Compliance will be demonstrated when:

- a. The College has a policy and process for admitting students that reflects the principles of an open access institution.

- a. On 5/12/2024, the Interim VP for Student Experience confirmed the College’s [Admissions Policy and Procedure](#) reflects the principles of an

### 3.0 Regional Impact and Engagement

#### 3.1. All residents of Frederick County are provided entry to an inclusive, equitable, human-centered, and financially accessible post-secondary education.

##### INTERPRETATION:

##### EVIDENCE:

- b. The College complies with federal and state student financial aid award guidelines.

open access institution and aligns with the College's commitment to accessible and inclusive educational opportunities. The policy affirms that admission is open to all individuals who meet the stated eligibility criteria and supports the College's mission to provide access to quality higher education.

- b. On 5/12/2024, the Interim Vice President for Student Experience confirmed that the College complied with all federal and state student financial aid award guidelines during the FY24. This was affirmed by two independent audits:
- a. A federal Single Audit conducted by SB & Company for FY24 resulted in an unqualified audit opinion with no findings related to federal financial aid compliance; and
  - b. A state financial aid audit conducted by CliftonLarsonAllen LLP as required for institutions awarding funds under the Howard P. Rawlings Education Excellence Awards (EEA) Program. The FY24 state audit confirmed that FCC met all program requirements and found no deficiencies in internal controls related to state aid administration.



### 3.0 Regional Impact and Engagement

#### 3.1. All residents of Frederick County are provided entry to an inclusive, equitable, human-centered, and financially accessible post-secondary education.

##### INTERPRETATION:

##### EVIDENCE:

- c. The College engages in resource development activities to fund and award student scholarships.

Both the federal and state audits are publicly accessible and would be subject to disclosure under the Freedom of Information Act (FOIA) and Maryland Public Information Act (MPIA) if requested. While this report is an internal accountability tool, it summarizes verified, externally audited information.

- c. On 5/23/2025, the Executive Director for Development and the FCC Foundation confirmed that the Foundation raised \$1,054,476 in FY24 through a variety of development activities to support scholarships and/or emergency financial assistance. Funds were distributed to 1,559 students with an average award of \$661. Eighty percent of funds were distributed as scholarships to credit students, 17% to students in workforce training programs, and 3% to students needing emergency financial assistance.

This interpretation is reasonable because open access admission is a core principle of the American Association of Community Colleges (AACC). Additionally, Title IV of the Higher Education Act of 1965 (HEA), a section of U.S. federal law that deals with federal student financial aid programs, is the industry standard. Lastly, work by the Council for Advancement in Higher Education (CASE) supports the need for public institutions of higher education to engage in fundraising.

**3.2. Residents of Frederick County have avenues for lifelong learning.**INTERPRETATION:EVIDENCE:

I interpret “lifelong learning” as the ongoing, voluntary, and self-motivated pursuit of knowledge for personal or professional development throughout an individual’s life.

Compliance will be demonstrated when:

- a. The College offers Frederick County residents a wide array of learning opportunities.

- a. On 5/20/2025, the Provost and Vice President of Teaching, Learning, and Student Success confirmed that Frederick County residents had access to 55 associate degree programs and areas of concentration and 39 certificates programs as described in the [Academic Catalog](#). In FY24, 9,530 students were enrolled in credit programs. Maryland residents over the age of 60 receive free tuition at Colleges and Universities. In FY24, 148 Maryland residents over 60 enrolled in 334 credit courses, and 794 Maryland residents over 60 enrolled in 298 non-credit courses that were eligible for free tuition.

Residents also had access to workforce development, adult basic education and English as a Second Language courses, career and contract training, and personal and cultural enrichment learning experiences through the College’s [Continuing Education and Workforce Development](#) (CEWD) unit. In FY24, a total of 6,102 individuals pursued learning in CEWD programs.

Further, Frederick County residents can access learning opportunities at the College’s main campus, the Monroe Center, and various [work-based learning](#) (WBL) sites throughout the community. In FY24, 564 students

**3.2. Residents of Frederick County have avenues for lifelong learning.**INTERPRETATION:EVIDENCE:

participated in WBL opportunities embedded in over 150 business and industry sites in the County.

This interpretation is reasonable because the Code of Maryland Regulations (Maryland Education Article §10–210) mandates Maryland community colleges serve their communities by providing a wide variety of continuing education and community programs that benefit citizens. Additionally, the American Association of Community Colleges (AACC) emphasizes the key role community colleges play in fostering lifelong learning.

**3.3. The College is recognized as a distinctive, inclusive, collaborative, innovative leader in workforce training, capacity-building, and growing the economic development of the region.**INTERPRETATION:EVIDENCE:

Compliance will be demonstrated when:

- a. Stakeholder surveys affirm the effectiveness of the College's training programs and partnerships with local businesses.

- a. On 5/8/2025, the Chief Foresight and Decision Support Officer confirmed that during FY24 the College did not administer a stakeholder survey to assess the effectiveness of its training programs and partnerships with local businesses. To address this gap, questions related to stakeholder perceptions will be included in new alumni and employer surveys, which will be administered in spring and summer 2026 to gather feedback on the experience of 2025 graduates.

In addition, the Institutional Capacity Assessment Tool (ICAT) will be administered to employees in fall 2025. The ICAT is an online self-assessment designed to help colleges evaluate their strengths and areas for improvement across seven key dimensions, including the extent to which the institution collaborates with employers to assess and align programs and services with labor market demand.

**3.3. The College is recognized as a distinctive, inclusive, collaborative, innovative leader in workforce training, capacity-building, and growing the economic development of the region.**

INTERPRETATION:

EVIDENCE:

- b. A third-party study analyzes the College's economic impact to the region.

- b. On 5/8/2025, the Chief Foresight and Decision Support officer confirmed that the 2023 economic impact study conducted by Lightcast (a leading provider of labor market data and analytics tailored for higher education institutions) reveals that FCC contributes significantly to the economic development of Frederick County ([Executive Summary](#), [Main Report](#), [Fact Sheet](#)). The study shows FCC's operations, student spending, and alumni activities generated a total of \$307.8 million in added income for the County, which is equivalent to supporting 3,968 jobs. This impact represents approximately 1.8% of the total gross regional product (GRP) of Frederick County. For every dollar of public money invested in FCC, taxpayers will receive a cumulative value of \$1.40 over the course of the students' working lives. The study highlights FCC's role as a vital economic driver, enhancing workforce training, capacity-building, and overall regional economic growth.

This interpretation is reasonable because it aligns with the Achieving the Dream (ATD) Community Vibrancy Framework and the American Association of Community Colleges' (AACC) Workforce and Economic Development goals.

**3.4. The College develops future-focused strategies to identify and address on-going workforce and regional economic development needs.**

INTERPRETATION:

EVIDENCE:

Compliance will be demonstrated when:

**3.4. The College develops future-focused strategies to identify and address on-going workforce and regional economic development needs.**

INTERPRETATION:

EVIDENCE:

- a. The College gathers and analyzes future-oriented data and information related to workforce and economic trends.

- a. On 5/21/2025, the Chief Foresight and Decision Support Officer confirmed that the College internally publishes quarterly updates to a local and regional [environmental scan](#) (e.g., demographic trends, economic conditions, and Labor market and workforce trends) that identifies internal and external factors with potential long-term impacts on the viability of FCC. The purpose of tracking and continuously monitoring these factors is to support the development of annual goals, future-ready strategies and plans, and potential interventions that position the College for sustained growth. While the environmental scan is accessible to all employees, there is limited evidence that the data is currently being used to inform planning processes. To address this gap and to expand available data sources and analysis, the College partnered with the Institute for the Future (ITF) during FY25 to gather and analyze data on emerging workforce, economic, social, environmental, and political trends. This collaboration provides FCC with access to cutting-edge research on future job markets, technological advancements, and economic shifts. Insights from this partnership will guide the College's future-ready planning and curriculum development efforts in FY26.

In FY24, the College utilized labor market data from Lightcast, a leading workforce analytics firm, to support program and curriculum planning.

**3.4. The College develops future-focused strategies to identify and address on-going workforce and regional economic development needs.**

INTERPRETATION:

EVIDENCE:

Lightcast data was used to support curriculum modifications to the Associate of Science in Health Sciences, better preparing students for emerging careers in health sciences. A program vitality analysis of the Legal Studies program showed strong market demand though declining enrollments. This analysis led to a change in organizational structure, moving Legal Studies under the umbrella of the Mid-Atlantic Center for Emergency Management & Public Safety (MACEM&PS) to better leverage connections with Public Safety and Criminal Justice programs. These changes have revitalized the program and are showing promising enrollment trends that will be reported in FY26.

During FY25, Lightcast data was used to identify opportunities in the marketplace for Social Work and Occupational Therapy Assisting. In FY26, program faculty will investigate the viability of launching programs in these areas. Lightcast data was also utilized in the four academic program review reports: English Area of Concentration, Computer Aided Design Technology Areas, Mass Communication Area of Concentration, and Biotechnology.

During FY26, Lightcast data will continue to be used in evaluating the vitality of new and existing programs.

**3.4. The College develops future-focused strategies to identify and address on-going workforce and regional economic development needs.**

INTERPRETATION:

EVIDENCE:

b. The College utilizes and integrates future-oriented data and strategies into its planning.

b. On 5/8/2025, the Chief Foresight and Decision Support Officer confirmed that in FY24 the College utilized labor market analytics from Lightcast as described in Ends 3.4a to inform academic planning and align curricula with current and emerging workforce needs. However, beyond Lightcast, the College had not yet integrated additional future-oriented data into its broader institutional planning processes.

During FY25, the College advanced its future-ready planning through new partnerships with Achieving the Dream and the Institute for the Future (IFTF). Through collaboration with IFTF, the College conducted structured foresight activities, including a Horizon Scan and facilitated a Foresight-to-Insight-to-Action workshop. These efforts introduced frameworks for identifying signals and drivers of change and translating them into actionable strategies. In parallel, the College analyzed disaggregated student outcomes and identified institutional performance gaps to design targeted student success strategies. In addition, a new Workforce Strategy was developed to identify priority industry sectors aligned with regional labor market projections.

In FY26, the College will continue planning and begin implementing its Student Success Action Plan, formally embed foresight practices into the annual planning process, and launch

**3.4. The College develops future-focused strategies to identify and address on-going workforce and regional economic development needs.**

INTERPRETATION:

EVIDENCE:

the Workforce Strategy. These initiatives will help ensure that future-oriented data, strategic foresight, and labor market intelligence are fully integrated into institutional planning to advance student success and strengthen alignment with regional workforce needs.

This interpretation is reasonable because the Institute for the Future (IFTF), a widely recognized expert in foresight and futures thinking, emphasizes future-focused planning to better anticipate systemic shifts and understand their long-term impacts. Also, the National Association of College and University Business Officers (NACUBO) emphasizes that strategic planning is essential for higher education institutions to navigate financial challenges, align resources with institutional priorities, and ensure long-term sustainability.



**3.5. The quality of life for Frederick County residents is enhanced by virtue of the College's existence.**

INTERPRETATION:

EVIDENCE:

I interpret "quality of life" as an enhanced social and cultural experience.

Compliance will be demonstrated when:

- a. The College provides opportunities for community residents to access cultural, arts, and sporting events.

- b. The College provides opportunities for community residents to access personal and cultural enrichment learning experiences.

- a. On 5/22/2025, the Provost and Vice President of Teaching, Learning, and Student Success confirmed that Frederick community residents have access to cultural and art events through the College's Arts Center including the JBK Theater. In FY24, the Arts Center hosted nine art shows and 61 events in the JBK Theater, which included 21 co-sponsored events and 25 rental events, and welcomed approximately 10,000 attendees. On 5/12/2024, the interim Vice President for Student Experience confirmed that community residents have open access to [sporting events](#) on campus.

- b. On 5/05/2025, the Provost and Vice President of Teaching, Learning, and Student Success confirmed that Frederick community residents have access to a wide array of personal and cultural enrichment learning experiences through the [Continuing Education Class Schedules](#), including workforce development and continuing education, Kids on Campus, Institute for Learning in Retirement (ILR), and Thrive (classes for cognitively and developmentally disabled people).

This interpretation is reasonable because the Code of Maryland Regulations (Maryland Education Article §10–210) mandates Maryland community colleges serve their communities by providing a wide variety of continuing education and community programs that benefit citizens. According to Learning Resource Network (LERN), a national organization dedicated to providing

**3.5. The quality of life for Frederick County residents is enhanced by virtue of the College's existence.**

INTERPRETATION:

EVIDENCE:

resources and support for lifelong learning programs and community education initiatives, these opportunities contribute to both economic and social cohesion in communities.

# POLICY GOVERNANCE® SOURCE DOCUMENT

## Why a Source Document?

A “source” is a point of origin. A source document is a “fundamental document or record on which subsequent writings, compositions, opinions, beliefs, or practices are based.” (Websters)

Without a simply expressed clear point of source, interpretations, opinions, writings and implementations may intentionally or unintentionally diverge from the originating intent and ultimately be undifferentiated. The point of source (“authoritative source”) is John Carver, the creator of Policy Governance, with Miriam Carver his fellow master teacher.

Without a simply expressed clear source document, Policy Governance is not reliably grounded and not transferable as a paradigm of governance. It is left vulnerable to interpretation, adaptation and impotence. This document has been produced by the International Policy Governance Association and approved by John and Miriam Carver as being true to source.

## What is Policy Governance?

Policy Governance is a comprehensive set of integrated principles that, when consistently applied, allows governing boards to realize owner-accountable organizations.

Starting with recognition of the fundamental reasons that boards exist and the nature of board authority, Policy Governance integrates a number of unique principles designed to enable accountable board leadership.

## What Policy Governance is NOT!

1. Policy Governance is not a specific board structure. It does not dictate board size, specific officers, or require a CEO. While it gives rise to principles for committees, it does not prohibit committees nor require specific committees.
2. Policy Governance is not a set of individual “best practices” or tips for piecemeal improvement.
3. Policy Governance does not dictate what a board should do or say about group dynamics, methods of needs assessment, basic problem solving, fund raising, managing change.
4. Policy Governance does not limit human interaction or stifle collective or individual thinking.

## Principles of Policy Governance

1. **Ownership:** The board exists to act as the informed voice and agent of the owners, whether they are owners in a legal or moral sense. All owners are stakeholders, but not all stakeholders are owners, only those whose position in relation to an organization is equivalent to the position of shareholders in a for-profit corporation.
2. **Position of Board:** The board is accountable to owners that the organization is successful. As such it is not advisory to staff but an active link in the chain of command. All authority in the staff organization and in components of the board flows from the board.
3. **Board Holism:** The authority of the board is held and used as a body. The board speaks with one voice in that instructions are expressed by the board as a whole. Individual board members have no authority to instruct staff.
4. **Ends Policies:** The board defines in writing its expectations about the intended effects to be produced, the intended recipients of those effects, and the intended worth (cost-benefit or priority) of the effects. These are Ends policies. All decisions made about effects, recipients, and worth are Ends decisions. All decisions about issues that do not fit the definition of Ends are means decisions. Hence in Policy Governance, means are simply not Ends.
5. **Board Means Policies:** The board defines in writing the job results, practices, delegation style, and discipline that make up its own job. These are board means decisions, categorized as Governance Process policies and Board- Management Delegation policies.



# POLICY GOVERNANCE® SOURCE DOCUMENT

6. **Executive Limitations Policies:** The board defines in writing its expectations about the means of the operational organization. However, rather than prescribing board-chosen means -- which would enable the CEO to escape accountability for attaining Ends, these policies define limits on operational means, thereby placing boundaries on the authority granted to the CEO. In effect, the board describes those means that would be unacceptable even if they were to work. These are Executive Limitations policies.
7. **Policy Sizes:** The board decides its policies in each category first at the broadest, most inclusive level. It further defines each policy in descending levels of detail until reaching the level of detail at which it is willing to accept any reasonable interpretation by the applicable delegatee of its words thus far. Ends, Executive Limitations, Governance Process, and Board-Management Delegation policies are exhaustive in that they establish control over the entire organization, both board and staff. They replace, at the board level, more traditional documents such as mission statements, strategic plans and budgets.
8. **Clarity and Coherence of Delegation:** The identification of any delegatee must be unambiguous as to authority and responsibility. No subparts of the board, such as committees or officers, can be given jobs that interfere with, duplicate, or obscure the job given to the CEO.
9. **Any Reasonable interpretation:** More detailed decisions about Ends and operational means are delegated to the CEO if there is one. If there is no CEO, the board must delegate to two or more delegates, avoiding overlapping expectations or causing confusion about the authority of various managers. In the case of board means, delegation is to the CGO unless part of the delegation is explicitly directed elsewhere, for example, to a committee. The delegatee has the right to use any reasonable interpretation of the applicable board policies.
10. **Monitoring:** The board must monitor organizational performance against previously stated Ends policies and Executive Limitations policies. Monitoring is for the purpose of discovering if the organization achieved a reasonable interpretation of these board policies. The board must therefore judge the CEO's interpretation for its reasonableness, and the data demonstrating the accomplishment of the interpretation. The ongoing monitoring of board's Ends and Executive Limitations policies constitutes the CEO's performance evaluation.

All other practices, documents, and disciplines must be consistent with the above principles. For example, if an outside authority demands board actions inconsistent with Policy Governance, the board should use a 'required approvals agenda' or other device to be lawful without compromising governance.

Policy Governance is a precision system that promises excellence in governance only if used with precision. These governance principles form a seamless paradigm or model. As with a clock, removing one wheel may not spoil its looks but will seriously damage its ability to tell time. So in Policy Governance, all the above pieces must be in place for Policy Governance to be effective. When all brought into play, they allow for a governing board to realize owner accountability. When they are not used completely, true owner accountability is not available.

***Policy Governance boards live these principles in everything they are, do and say.***

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*The model is available free to all with no royalties or licence fees for its use. The authoritative website for Policy Governance is [www.carvergovernance.com](http://www.carvergovernance.com).*

*Reference: Carver Guides, 2<sup>nd</sup> Edition, 2009*

