

# **AGENDA**

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES  
**TUESDAY, MAY 21, 2013**  
CLEARWATER CAMPUS, ES 104  
MULTIPURPOSE ROOM  
2465 DREW STREET  
CLEARWATER, FLORIDA

**SPECIAL MEETING: 8:30 A.M.**

## **I. CALL TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

## **II. PRELIMINARY MATTERS**

- A. Presentation of Retirement Resolutions and Motion for Adoption
  - 1. Catherine Crumbs (*Attending*)
  - 2. Jan Long (*Attending*)
  - 3. Kathie Tancredi (*Attending*)
- B. Recognitions/Announcements
  - 1. Maria Thurber – Gates Millennium Scholarship

## **III. COMMENTS**

- A. Board Chair
- B. Board Members
- C. President

## **IV. REVIEW AND APPROVAL OF MINUTES**

Board of Trustees' Meeting of April 16, 2013

## **V. MONTHLY REPORTS**

- A. Board Attorney – Joseph H. Lang
- B. Acting General Counsel – Suzanne Gardner

- C. Dr. Conferlete Carney, Provost, Tarpon Springs;  
Dean Susan Baker, College of Nursing
- D. Teresa Phoenix, Chair Career Service Council

**VI. OLD BUSINESS (items previously considered but not finalized)**

- A. Ratification of Statement of Qualifications (RFQ) for Construction Manager at Risk- Midtown Education Center and the competitive solicitation process (*Action*)
  - a. Final RFQ attachment

**VII. NEW BUSINESS**

- A. STUDENT SUCCESS AND ACHIEVEMENT (*Information*)
  - Course Success Rates
- B. BIDS, EXPENDITURES AND CONTRACTS (through Purchasing)
  - 1. Quarterly Information Report on Contract Items (*Information*)
- C. OTHER EXPENDITURES AND CONTRACTS - **None**
- D. GRANTS/RESTRICTED FUNDS CONTRACTS
  - 1. Application/Acceptance
    - a. Florida Dept of Education – College Reach Out Program (CROP) (*Action*)
    - b. Florida Dept. of Education – Developmental Education Massive Open Online Course Program (MOOC) (*Action*)
    - c. Florida Dept. of Education – Carl D. Perkins Vocational and Technical Education Act (*Action*)
    - d. Bill and Melinda Gates Foundation—Adaptive Learning Market Accelerator Program (*Action*)
    - e. Florida Department of Education, Office of Domestic Security—Emergency Notification Technology for Public Universities and Colleges Program (*Action*)
- E. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

1. Amendment #4 to the Lease Agreement between St. Petersburg College and St. Petersburg Pier Aquarium, Inc., for a Lease of Office Space at the Downtown Center for an additional 6 months (*Action*)
  - a. Lease Agreement attachment
  
2. Amendments to the Agreements between St. Petersburg College and National University of Health Sciences (NUHS) for Lease of Space at the Health Education Center for an additional 12 months (*Action*)
  - a. NUHS Lease Agreement Portables attachment
  - b. NUHS Lease Agreement OP attachment
  - c. NUHS Lease Agreement HEC Annex attachment
  
3. Amendment #4 to the Lease Agreement between St. Petersburg College and St. Petersburg Downtown Partnership, Inc., for a Lease of Office Space at the Downtown Center for an additional 24 months (*Action*)
  - a. Lease Agreement attachment
  
4. Agreement between St. Petersburg College and JAQOB Inc. (Nature's Table, Inc.), for a lease of space at the Epi Center for a term of 5 years (*Action*)
  - a. Lease Agreement attachment

F. AGENCY BILLINGS - **None**

G. ADMINISTRATIVE MATTERS

1. Human Resources
  - a. Personnel Report (*Action*)
  - b. Preliminary Report on Impact of Affordable Health Care\* (*Information*)
  
2. Finance
  - a. Fund 1 Financial Report for FY12-13 July 1- April 30 (*Information*)
    - Fund 1 attachment
  - b. Fiscal Year 2013-2014 College Operating and Capital Outlay Budget, including Tuition and Fees (*Action*)
    - FY 13-14 Budget attachment
    - FY13-14 Budget Power Point

H. ACADEMIC MATTERS

1. Baccalaureate Programs\* (*Information*)
2. 10K Degree Challenge (*Information*)
3. New Legislation – Developmental Education\* (*Information*)

I. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing

J. PRESIDENT’S EVALUATION\*

**VIII. PRESIDENT’S REPORT**

- A. Affordable Care Act Implementation

**IX. FUTURE AGENDA ITEMS**

**X. PUBLIC SPEAKING FORUM**

**XI. NEXT MEETING DATE AND SITE**

June 18, 2013, Epi Center

**XII. ADJOURNMENT**

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting May 21, 2013, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

Items summarized on the Agenda may not contain full information regarding the matter being considered. Further information regarding these items may be obtained by calling the Board Clerk at (727) 341-3241.

**\*No packet enclosure**

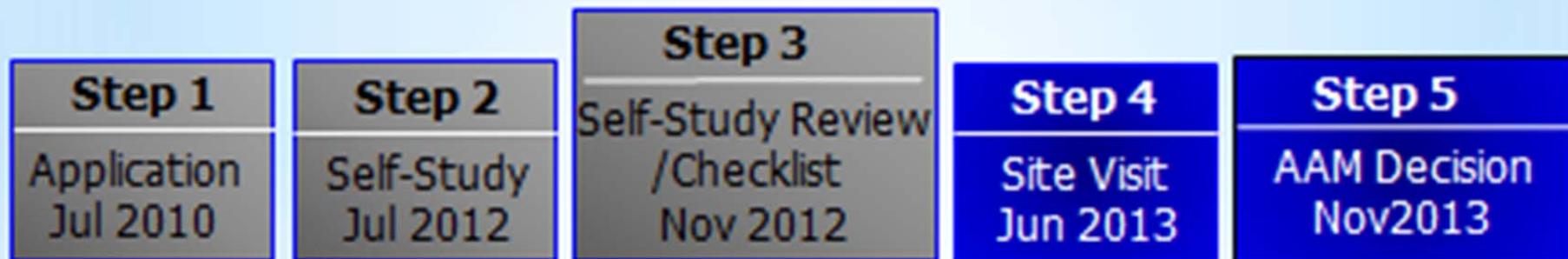
Date Advertised: May 10, 2013

Confirmation of Publication

[Notice of meeting](#)

# Leepa-Rattner Museum of Art Accreditation: Update

## American Alliance of Museums (AAM) Process



### ii. Checklist Items:

- ✓ Discontinue capitalization of Art Collections – \$1.2 million
- ✓ Restatement of 2012 and 2013 Financials

### iii. Next Steps:

- 1) Site visit itinerary
- 2) Site visit team on-site: **June 4-5**
- 3) Site visit team report: Est. August
- 4) AAM Notify LRMA: November

# Leepa-Rattner Museum of Art Accreditation: Update

## III. Site Visit Itinerary

Monday, June 3:

- 1) Arrives Tarpon Springs: Hampton Inn & Suites

Tuesday, June 4:

- 2) Ann Larsen, followed by Dr. Carney
- 3) Dr. Law, followed by SPC Board Member
- 4) LRMA Board Members, Officers, Committee Chairs
- 5) LRMA Staff, Campus Security
- 6) Tour of Vault & other Storage
- 7) Social Hour, followed by Dinner

Wednesday, June 5:

- 8) Faculty Group
- 9) Student Group
- 10) LRMA Staff, Docents
- 11) SPC Foundation (Frances Neu)
- 12) Ann Larsen & Conclusion of Site Visit



# College of Nursing Highlights

## Associate Degree

- Spring 2013 Graduating Class
- First Quarter NCLEX Pass Rates

## RN to BSN

- Graduating Students To Date
- BSN Recruitment Initiatives
- 10 Year Open House

# Spring Training 2013

- 87% of CS employees participated

- 49 % completed recommended 6 hours

- 2925 courses completed

- 4689 training hours completed



Phase I March 1<sup>st</sup> - May 31<sup>st</sup> 2013

June 2013 Phase I Evaluation

July 1<sup>st</sup> Phase II

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Ratification of Statement of Qualifications (RFQ) for Construction Manager at Risk- Midtown Education Center and the competitive solicitation process

The college received a new formal written bid protest from Peter R. Brown Construction, Inc. ("Peter Brown") on May 13, 2013, objecting to the revised Request for Statements of Qualifications ("RFQ") issued on May 6, 2013.

The protest raises three issues, two of which have been disposed of administratively by the college.

The third issue of protest is based on Peter Brown's assertion that the specifications in the revised RFQ violate the Consultants' Competitive Negotiation Act ("CCNA"), Fla. Stat. § 287.055, and do not afford the bidders fair competition.

Peter Brown contends that the two-step process of screening and ranking the bidders violates the CCNA and that such a process results in "inconsistencies and ambiguities."

It is the college's contention that the process outlined in the revised and enhanced RFQ is clear and comports with Florida Statutes and the college's Board of Trustees Rules and Procedures, and does not violate the CCNA.

Under the CCNA, the college must utilize established criteria to "evaluate current statements of qualifications and performance data" and "select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services." There is no provision in the CCNA prohibiting a process that separates a screening committee function from a selection and ranking function. To the contrary, the college is authorized in the State Requirements for Educational Facilities ("SREF") to "adopt policies and procedures to be followed for all construction contracts."

Also, Fla. Stat. § 1013.45 provides that the "criteria for selecting a construction management entity must not unfairly penalize an entity that has relevant experience in the delivery of construction projects of similar size and complexity by methods of delivery other than construction management."

Accordingly, it is the college's opinion that the revised and enhanced selection process affords fair competition and equal advantage to all firms.

A review of the relevant law and governing provisions do not cite any specific procedural requirements beyond those referenced above and affords the agency discretion in the development of “policies and procedures.”

Consistent with this discretion, the revised RFQ outlines a process whereby:

1. The Screening Committee shall meet to review all Statements of Qualifications received and accepted and shall, through the process outlined in the RFQ, eliminate from further consideration all but three (3) to five (5) Firms, based on the selection factors set forth in the RFQ.
2. During the first step of the selection process, all Firms will be evaluated using a non-numerical system and there will be no interviews, presentations or rankings conducted by the Screening Committee.
3. Once the shortlisted Firms have been notified by the College, they will be scheduled for an interview and/or presentation with the Selection Team. The Selection Team will be headed by the College President and an appointed member of the Board of Trustees.
4. The Selection Team will evaluate each of the shortlisted Firms based on the selection factors (using numerical rating) set forth in this RFQ. The Selection Team will submit in order of preference three (3) firms deemed to be the most highly qualified to perform the required services.
5. The submission will be made through the College President to the Board of Trustees, with a recommendation to negotiate with the highest ranking firm.

Approval is sought to ratify and confirm the revised RFQ as released on May 6, 2013, and to ratify and confirm the Board’s direction that President Law and Mr. Oliver form the Selection Team and conduct the selection stage of the process for Construction Manager at Risk services for the Midtown Education Center.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology, Jim Waechter, Associate Vice President, Facilities Planning, recommend approval.

Attachment

BOARD OF TRUSTEES  
ST. PETERSBURG COLLEGE  
FACILITIES PLANNING & INSTITUTIONAL SERVICES



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CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR  
CONSTRUCT MIDTOWN CENTER, SITE 16

**REQUEST FOR STATEMENTS OF QUALIFICATIONS**

- EVALUATION PROCEDURES
- EXPERIENCE QUESTIONNAIRE
- PACKET CHECKLIST
- LETTER OF INTENT

**STATEMENTS OF QUALIFICATIONS DUE:  
May, 29, 2013, 3:00PM E.S.T.**

**Physical Address:**

**St. Petersburg College  
The Office of Facilities Planning &  
Institutional Services  
14025 58<sup>th</sup> Street North  
Clearwater, FL 33760**

**Mailing Address:**

**St. Petersburg College  
The Office of Facilities Planning &  
Institutional Services  
P.O. Box 13489  
St. Petersburg, FL 33733**

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# PUBLIC NOTICE

## **LEGAL NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ) FOR CONSTRUCTION MANAGER AT RISK SERVICES**

PUBLIC ANNOUNCEMENT FOLLOWING PROCEDURES OF THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT, PURSUANT TO SECTION 1013.45(c), FLORIDA STATUTES, AND PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 287.055, FLORIDA STATUTES

### **RFQ #SPC 1707-G-11-16 Construction Manager at Risk Services, Construct Midtown Center, Site 16**

The Board of Trustees of St. Petersburg College announces Construction Manager at Risk Services will be required by qualified Construction Management firms in the State of Florida to provide pre-design activities, design phase, bid and award phase, construction phase and minimum One-year Warranty for the following:

**To provide complete Construction Manager at Risk services to Construct Midtown Center, Site 16. Construction services to be provided may include, but not be limited to: heating, ventilation and air-conditioning (HVAC); roofing; civil; site development; waterproofing; parking and landscaping; classrooms; laboratories; offices; general construction; and related support service areas. The square footage is anticipated to be approximately 45,000 square feet encompassing a three story building. All projects are intended to be completed in accordance with college standards including but not limited to "sustainable" design standards.**

### **Total estimated value of project: \$10,000,000**

Applicants for the project must apply in writing for consideration. Interested Construction Manager at Risk firms must submit the information required by the Request for Statements of Qualifications (RFQ) application packet, which includes but is not limited to:

- 1) the company's history, structure, personnel, licenses, and experience;
- 2) related projects similar in scope or amount completed by the company, including name of client or its representative;
- 3) financial information such as balance sheet and statement of operations;
- 4) project management, scheduling, and cost control systems the company uses for similar projects;
- 5) proposed local and minority business involvement in the project;
- 6) cost control and value engineering techniques;
- 7) and description of litigation, major disputes, contract defaults and liens in the last five (5) years.

The application process will also include:

- 8) a mandatory pre-statement submission meeting for any firm interested in being considered for the required services;
- 9) an interview and/or presentation with the three to five shortlisted firms;
- 10) and confirmation of references.

All interested applicants will also understand and agree to the following minimum project requirements as set forth in the RFQ:

- 1) Construction schedule to allow issuance of Substantial Completion and Certificate of Occupancy in October 2014;
- 2) Bonding capacity based on project amount stated above;
- 3) Early bid package provision for building structural systems at 75% Construction Documents;
- 4) LEED Certification in accordance with §255.2575 F.S.; and
- 5) Utilization plan for subcontractors to maximize the use of local and Minority Business Enterprises (Certified in Accordance with §287.0943 F.S.).

All Construction Manager at Risk Firms interested in being considered for selection must obtain the RFQ packet from the College Purchasing website: [www.spcollege.edu/purchasing](http://www.spcollege.edu/purchasing). RFQs are expected to be made available on Monday, May 6, 2013. All Firms interested in being considered for selection must also attend a mandatory pre-submission conference from 10:00 a.m.-11:30 a.m. on Monday, May 13, 2013 at the St. Petersburg College District Office, located at 6021 142<sup>nd</sup> Avenue North, Clearwater, FL 33760. (Note: no Statements of Qualifications will be accepted by the College prior to the conference.) Questions concerning the RFQ process and required services will be addressed at the conference. Following the conference, any remaining questions must be sent in writing to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at [Waechter.Jim@spcollege.edu](mailto:Waechter.Jim@spcollege.edu). All questions submitted after the conference must be submitted no later than 3:00 p.m., Wednesday, May 22, 2013 to obtain a response. Responses to questions submitted after the conference will be posted to the College Purchasing website. Firms interested in being considered for selection must email an electronic (PDF) copy of their Statement of Qualifications to [Waechter.Jim@spcollege.edu](mailto:Waechter.Jim@spcollege.edu), or mail a thumb drive or Compact Disc (CD) containing their Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, St. Petersburg College, P.O. Box 13489, St. Petersburg, FL 33733, or hand deliver a copy of their Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, 14025 58<sup>th</sup> Street North, Clearwater, Florida 33760. Statements of Qualifications must be received by the College **no later than 3 p.m., Wednesday, May 29, 2013. The College will not be responsible for late submissions or delays in delivery.**

Following review of the Statements of Qualifications by the Construction Manager at Risk Screening Committee, three (3) to five (5) shortlisted Firms will be asked to interview with the Construction Manager at Risk Selection Team (tentatively) on Tuesday, June 4, 2013 and/or Wednesday, June 5, 2013. Any addendum to the RFQ will be submitted electronically through the College Purchasing website. Interested firms are encouraged to check this site often to ensure attainment of the most recent updates. An award is expected to be announced following the College's Board of Trustees meeting on June 18, 2013.

In addition to all other rights of the College under Florida law or the Board of Trustees Rules and College Procedures, the College specifically reserves the following:

- a) The College reserves the right to rank Firms pursuant to relative Florida Statute and/or Florida Administrative Code and to negotiate with the highest-ranking Firm.
- b) The College reserves the right to reject any and all Statements of Qualifications.
- c) The College reserves the right to reject the entire Request for Statements of Qualifications.
- d) The College reserves the right to remedy or waive technical or immaterial errors in the Request for Statements of Qualifications or in Statements of Qualifications submitted.
- e) The College reserves the right to request any necessary clarifications or statement data without changing the terms of the Statement of Qualifications.

All expenses involved in the preparation and submission of Statements of Qualifications to the College, or any work performed in connection therewith, shall be borne by the Firm(s) submitting the statement. No payment will be made for any responses received or for any other effort required of, or made by, the Firm submitting the statement prior to contract management.

Any actual or prospective proposer who is allegedly aggrieved in connection with the issuance of this Request for Statements of Qualifications or pending award of contract, may protest to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, P.O. Box 13489, St. Petersburg, FL 33733. The protest must be filed in accordance with Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**By order of the Board of Trustees of St. Petersburg College  
St. Petersburg College is an Equal Access/Equal Opportunity Employer**

# EVALUATION PROCEDURES

## I GENERAL INSTRUCTIONS

- A. This Application shall not be more than 80 pages including the Experience Questionnaire. The Experience Questionnaire and all forms, reports or statements included in this application shall be typed or printed. Any corrections made to the Experience Questionnaire, forms, reports or statements, by the applicant prior to the designated deadline, shall be initialed and dated by the same person signing the Experience Questionnaire.

This application shall be submitted to:

St. Petersburg College  
Office of Facilities Planning & Institutional  
Services  
14025 58th Street North  
Clearwater, FL 33760

-or-

(Mailing Address)  
P.O. Box 13489  
St. Petersburg, FL 33733

**Deadline:** Qualification Applications must be received by no later than 3 p.m., May 29, 2013. Applications received after the designated deadline will be returned to the applicant unopened. The College reserves the right to reject any application deemed to be not in compliance with these instructions.

- B. Email complete electronic packets of Statements of Qualifications (scanned PDF's where signatures are required) to Waechter, [Jim@spcollege.edu](mailto:Jim@spcollege.edu) or mail/deliver thumb drive or Compact Disc (CD) including the Experience Questionnaire and all supporting documentation associated with it, and include under separate cover:
- one (1) copy of the audited financial statements, and
  - one (1) copy of the required Unconditional Letter of Intent from your bonding company, and
  - one (1) copy of a Public Entity Crime statement per Section 287.133(2)(a), F.S.
- C. The Experience Questionnaires must contain an original signature of an authorized representative of the responding Firm. If the Firm is a Corporation, furnish proof of good standing by Secretary of State, Division of Corporations and one (1) copy of the current Florida License.
- D. The Request for Statements of Qualifications Packet Checklist must be completed and included with the complete package. The Checklist must contain an original signature of an authorized representative of the responding Firm.
- E. The applicant shall respond completely to each of the items on the Experience Questionnaire.
- F. Firms responding to this Request for Statements of Qualifications must be available for an interview and/or presentation with the Construction Manager at Risk Selection Team on Tuesday, June 4, 2013 and/or Wednesday, June 5, 2013.
- G. Questions concerning this Request for Statements of Qualifications should be directed in writing to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at [Waechter.Jim@spcollege.edu](mailto:Waechter.Jim@spcollege.edu).
- H. The College is not liable for any cost incurred by the applicants prior to the issuance of an executed contract.

## II SELECTION PROCESS

- A. The Construction Manager at Risk Screening Committee of St. Petersburg College shall consist of members from College sites (academic, administrative, career); additionally, the Screening Committee will include persons recommended by members of the Board of Trustees with background and experience in community leadership and will be chaired by an appointed member of the Board. It is anticipated that the Committee will include seven (7) members.
- B. The Screening Committee shall meet to review all Statements of Qualifications received and accepted and shall, through the process outlined in this RFQ, eliminate from further consideration all but three (3) to five (5) Firms, based on the selection factors set forth in this RFQ. During this first step of the selection process, all Firms will be evaluated using a non-numerical system and there will be no interviews, presentations or rankings conducted by the Screening Committee. (The Screening Committee's work will be non-determinative as to the final selection by the Board of Trustees.) Once the Screening Committee has "shortlisted" three (3) to five (5) firms, the Associate Vice President of Facilities Planning and Institutional Services will contact the shortlisted Firms to inform them of their selection to compete in step two of the selection process.
- C. Once the shortlisted Firms have been notified by the College, they will be scheduled for an interview and/or presentation with the Selection Team. The Selection Team will be headed by the College President and an appointed member of the Board of Trustees. The Selection Team will evaluate each of the shortlisted Firms based on the selection factors (using numerical rating) set forth in this RFQ. The Selection Team will submit in order of preference three (3) firms deemed to be the most highly qualified to perform the required services. The submission will be made through the College President to the Board of Trustees, with a recommendation to negotiate with the highest ranking firm.
- D. When authorized by the Board of Trustees, the Associate Vice President of Facilities Planning and Institutional Services will notify the successful Firm of selection and proceed into negotiations. The College will negotiate and enter into a contract for project services with the Firm authorized at compensation determined to be fair, competitive and reasonable. In making the determination during the negotiation stage, the College will analyze the proposed cost of services required, giving full consideration to the scope and complexity of the project. The compensation will be on a guaranteed maximum price basis for all costs which will include reimbursable costs plus fixed lump sum fees for project management, overhead and profit.
- E. Should the College be unable to negotiate a satisfactory contract with the Firm considered to be the most qualified, at a price the College determines to be fair, competitive and reasonable, negotiations with that Firm will be formally terminated. The College will then undertake negotiations with the second most qualified Firm. Failing accord with the second most qualified Firm, the College will then undertake negotiations with the third most qualified Firm. Should the College be unable to negotiate a satisfactory contract with any of the selected Firms, additional Firms will be selected in accordance with law. The College reserves the right to determine not to proceed with the project.
- F. Upon completion of negotiations, the proposed contract will be presented for consideration and approval by the Board of Trustees, which has exclusive authority for the final award decision.

III SELECTION CRITERIA (Points only to be used by Selection Team at Step 2)

TOTAL (100 POINTS)

Respond to the following items on the forms provided in the Experience Questionnaire.

**A. General Information & Location: (15 points)**

Complete the attached **Experience Questionnaire** accurately. The information contained therein is an essential part of the Firm's overview to be considered here. This information contains the key elements as contained in Florida Statute, including local and corporate location and current and projected workloads.

**B. Ability and Financial Capability: (15 points)**

Here the Screening Committee (and if the Firm is selected to advance, the Selection Team) will consider the financial condition and past experience of the Firm and that of the proposed staff to assign a rating to the Firm's ability to perform within the proposed project schedule listed below:

- **June, 2013 - Completion of Design (Construction Documents)**
- **July, 2013 - Completion and submittal of Guaranteed Maximum Price**
- **September, 2013 - Construction begins**
- **October, 2014 - Substantial Completion of project**
- **November, 2014 - Final Completion and Final Accounting of project**

State the firm's ability and plans to perform within this project schedule.

Also, submit the Firm's financial statement and an audited report, with comments, and not older than one (1) year. If the most current report has not yet been audited, the previously audited report, with comments, shall accompany the most recent financial statement.

Itemize projects for the previous three (3) year period by:

Contract Name, Contract Amount and indicate any value of uncompleted work (included in Experience Questionnaire)

**C. Related Experience: (20 points)**

Complete this section of the Experience Questionnaire accurately. Use a separate form for each completed and current project similar to the size and scope of this project. Please indicate the Firm's ability as it relates to Classroom Buildings, LEED or other sustainable building projects, institutional projects, larger in scope and size as well as smaller commercial type projects.

**D. Scheduling and Cost Control: (10 points)**

Submit the Firm's schedule compliance and cost control results for each of the projects listed in Section C. The information should describe the Firm's scheduling and methods of cost control systems and demonstrate a plan that would include a system by which donated services and/or materials can be accepted and utilized as part of an overall cost saving strategy.

**E. On-Site & In-House Office Staff: (10 points)**

Separately describe the specific project related capabilities of the Firm's on-site & in-house office staff. Provide a resume of the key personnel who will be in direct support of this project, including, but not limited to the following:

1. Name, title and assignment for this project
2. Number of years with this Firm
3. Number of years with other Firms
4. Experience
  - a. Types of projects
  - b. Size of projects (dollar value & square footage),
  - c. Specific project involvement

5. Indicate which projects were fast tracked
6. Identify all LEED accredited professionals and projects each LEED AP has completed
7. Education
8. Active registration
9. Other experience and qualifications that is relevant to this project, such as:
  - a. Design Expertise - review and analysis
  - b. Budget Estimating & Cost Control
  - c. Life Cycle Cost Analysis
  - d. Scheduling
  - e. Quality Control - design and construction
  - f. Claims Management
  - g. Project Close-out

With respect to both on-site and in-house office staff, provide an organizational chart, as it will relate to this project, indicating key personnel and their relationships. Indicate each staff member's assignments and responsibilities. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

**F. Beneficial Community Impact:** **(30 Points)**

Describe the means by which the local community will be included in the construction and/or related services within the entire scope of the project. It is anticipated that the project will reflect a minimum of thirty percent (30%) of the subcontracts and project expenditures will be committed to local community residents and/or businesses. "Local community" means the Midtown community, as defined by the City of St. Petersburg, Florida.

Also, relative to Section 255.102, Florida Statutes, describe your firm's plan to comply with the good faith efforts to obtain Minority Business Enterprise (MBE) participation. Up to ten (10) points of this section will be awarded based on the MBE participation plan. If applicable, please include your own firm's valid MBE certification from the State of Florida.

**G. Insurance Program** **(No Points Assigned)**

Enclosed is a copy of the insurance requirements for this contract. Please review and be prepared to submit Certificate of Insurance on all types of insurance at time of award letter of each component project assigned during the contract period.

**H Bonding Requirement: Threshold component** **(No Points Assigned)**

Bonding the Guaranteed Maximum Price contract is a requirement, therefore, provide a written **unconditional statement** as set forth in the precise attached unconditional language used in the **Letter of Intent** form from the Firm's Bonding Company indicating the Bonding Company's willingness to bond this project if awarded to this Firm and attach it to the Firm's Financial Statement. See attached Letter of Intent Form (Appendix B).

**I. Public Entity Crime Statement** **(No Points Assigned)**

Provide a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, and include it with the Firm's Financial Statement and Bonding Unconditional Letter of Intent under separate cover from the completed Experience Questionnaire. (See Appendix C)

# EXPERIENCE QUESTIONNAIRE

## GENERAL INFORMATION & LOCATION

Submitted by: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_  
Contractor's License #: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Check One:     A Corporation    A Partnership    An Individual    A Joint Venture   
*\*\*If a Limited Liability Company, please complete this section in accordance with your firm's Federal Income Tax filing status.*

**The Firm acknowledges that information provided in this Experience Questionnaire is for the express purpose of inducing the College to award a contract to the Firm and further the Firm acknowledges that the College may at its discretion, by means which the College may choose, determine the truth and accuracy of all statements made by the Firm.**

### ORGANIZATION

Current Firm Name: \_\_\_\_\_  
How many Years has this Firm been in business? \_\_\_\_\_  
Previous Firm Name: \_\_\_\_\_  
How many years had the previous Firm been in business? \_\_\_\_\_  
Indicate Firm History (chronology), attach additional sheets as needed.

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If a **Corporation**: Complete the following:

Date of Incorporation: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
President's name: \_\_\_\_\_  
Vice President's name: \_\_\_\_\_  
Secretary's name: \_\_\_\_\_  
Treasurer's name: \_\_\_\_\_  
Address of Primary Corporate Office: \_\_\_\_\_  
Address of Office Handling this Project: \_\_\_\_\_

If a **Partnership**: Complete the following:

Date of Organization: \_\_\_\_\_  
State whether it is a general or limited partnership:

Name and Address of Partners:

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Address of Primary Corporate Office: \_\_\_\_\_  
Address of Office Handling this Project: \_\_\_\_\_

If an **Individual** Proprietorship complete the following:

Date of Organization: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Address of Primary Corporate Office: \_\_\_\_\_

Address of Office Handling this Project: \_\_\_\_\_

**SUBSIDIARY or AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

Name and Address of Subsidiary or Affiliated Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explain in detail the Principal's interest in this Company and Nature of Business

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Is your Firm currently pre-qualified with any government agency?

Yes  No

If yes, please list agency/agencies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Within the previous seven (7) fiscal years, has your Firm been denied a contract award on which you submitted the low bid, or been refused pre-qualification?

Yes  No

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Within the previous seven (7) fiscal years, has your Firm failed to complete a project?

Yes  No

If yes, state the name of the project, the Firm's responsibilities, and the reason for failure to complete.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Within the previous seven (7) fiscal years, has your Firm been involved in litigation or legal challenge pursuant to the Florida Administrative Procedures Act (APA)?

Yes  No

If yes, state the name of the project, the Firm's responsibilities, and explain the nature and current status.

\_\_\_\_\_  
\_\_\_\_\_

5. Within the previous seven (7) fiscal years have there been any liquidated damages, penalties, liens, defaults, or cancellations imposed or filed against your Firm? Yes  No

If yes, state the name of the project, the Firm's responsibilities, and explain the nature and current status.

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6. Within the previous seven (7) fiscal years, has your Firm declared bankruptcy? Yes  No

If yes, please explain:

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7. Provide letters of reference and recommendations from previous owners and architects and attach to this questionnaire.

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**RELATED EXPERIENCE**

The next two pages are forms which should be duplicated as necessary to list your Firm's Completed Projects and Current Projects.

**COMPLETED PROJECTS**

Major consideration will be given to the successful completion of previous projects comparable in scope and complexity.

List the most recently completed projects that best illustrate the experience of the Firm and the current staff being assigned this project. List no less than three (3) nor more than ten (10) projects, nor projects which were completed more than ten (10) years ago. *(Duplicate this page as necessary to list projects)*

**Project Description**

Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Project Scope: \_\_\_\_\_  
Project Size: \_\_\_\_\_  
(gross square feet) \_\_\_\_\_  
LEED Status (or related) \_\_\_\_\_  
Original Contract Amount: \$ \_\_\_\_\_  
Final Contract Amount: \$ \_\_\_\_\_  
Explain Differences in \_\_\_\_\_

Contract Amounts \_\_\_\_\_

**Firm's Role in the Project**

Firm's Responsibility: \_\_\_\_\_  
(Contractor, Project  
Manager, Design/Build, etc.) \_\_\_\_\_  
Project Staff: \_\_\_\_\_  
Principal in Charge: \_\_\_\_\_  
Project Manager: \_\_\_\_\_  
Other: \_\_\_\_\_

**Project Duration**

Completion Dates: \_\_\_\_\_  
Original: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Actual: \_\_\_\_\_  
Explain Differences in  
Completion Dates: \_\_\_\_\_

**Owner Information**

Owner: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Architect/Engineer Information**

Project Architect/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**CURRENT PROJECTS**

List and indicate the status of current projects under contract as of the date of this Application. Indicate whether the project is in progress or awarded and not yet begun.  
(Duplicate this page as necessary to list projects)

**Project Description**

Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project Size: \_\_\_\_\_  
(gross square feet) \_\_\_\_\_  
\_\_\_\_\_  
Anticipated LEED  
Status (or related) \_\_\_\_\_  
\_\_\_\_\_

Total Amount of Your  
Contract: \$ \_\_\_\_\_  
Uncompleted Amount of  
Contract: \$ \_\_\_\_\_

**Firm's Role in the Project**

Firm's Responsibility: \_\_\_\_\_  
(Contractor, Project  
Manager, Design/Build, etc.) \_\_\_\_\_  
Project Staff: \_\_\_\_\_  
Principal in Charge: \_\_\_\_\_  
Project Manager: \_\_\_\_\_  
Other: \_\_\_\_\_

**Contract Information**

Contract Status: \_\_\_\_\_  
*(Awarded & Not Yet Begun, In Progress, In Progress & Stopped, etc.)*  
Explanation: \_\_\_\_\_  
Is the Project on schedule? Yes  No   
If no, please explain: \_\_\_\_\_  
Other: \_\_\_\_\_

**Owner Information**

Owner: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Architect/Engineer Information**

Project Architect/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

## PRINCIPAL/OFFICER SIGNATORY PAGE

The enclosed financial information, the Firm's financial statement and Bonding Company's letter of intent as required by this Request for Qualifications is a true and accurate representation of the financial status of this Firm.

The undersigned certifies that she/he is a principal or officer of the Firm, authorized to sign on behalf of the Firm and certifies that all information included within this application is true and accurate and that all statements of intent or proposed future action (including the assignment of personnel and the provisions of services) will be honored by the Firm if awarded the contract.

For and on behalf of the Firm:

---

(SIGNATURE)

---

(TYPED NAME)

---

(TITLE)

Separate Enclosures to Experience Questionnaire:

1. Financial Statements
2. Letter of Intent
3. Public Entity Crime Statement

## APPENDIX

|            |   |
|------------|---|
| Appendix A | Packet Checklist  |
| Appendix B | Letter of Intent  |
| Appendix C | Public Entity Crime Statement                               |
| Appendix D | Article 13: Insurance, Indemnity, and Waiver of Subrogation |



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CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR  
CONSTRUCT MIDTOWN CENTER, SITE 16

**REQUEST FOR STATEMENTS OF  
QUALIFICATIONS**

**PACKET CHECKLIST**

Please confirm that all of the following materials have been submitted by checking off each item below. This checklist shall be included **separately** at the time of submission for staff to verify its completion.

- Electronic Submittals – submit entire packet either by email attachment(s) or deliver on thumb drive or Compact Disc (“CD”). Packets must include all responses to the information requested on the selection criteria document as well as the Firm’s Completed Experience Questionnaire.
- One (1) copy (PDF) of the audited financial statements as described in Section III, B – Ability and Financial Capability, and
- One (1) copy (PDF) of the required Unconditional Letter of Intent from your bonding company described in Section III, H, and
- One (1) copy (PDF) of a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, as described in Section III, I.

The undersigned certifies that she/he is a principal or officer of the Firm, or their designee, authorized to sign on behalf of the firm and certifies that all of the aforementioned items have been included with the Firm’s completed applicant package.

For and on behalf of the Firm:

---

(SIGNATURE)

---

(TYPED NAME)

---

(TITLE)

# LETTER OF INTENT

**This exact language must be submitted on Surety (bonding company) Letterhead. Failure to provide this unconditional letter of intent will result in denial of consideration of your Firm for this project. Letter of Intent shall be submitted under separate cover along with Firm's financial statement.**

DATE: \_\_\_\_\_

The Board of Trustees  
St. Petersburg College  
13805 58<sup>th</sup> St. North  
Clearwater, FL 33760

To Whom It May Concern:

In the event that (Contractor Name) \_\_\_\_\_  
\_\_\_\_\_ is awarded the contract for the construction of the (Project Name)  
\_\_\_\_\_ it is the  
intention of the surety company to execute and deliver to the Owner a Public  
Construction Bond in accordance with F.S. 255.05, in an amount of one hundred percent  
(100%) of contract price on behalf of the above named contractor.

SURETY: \_\_\_\_\_  
NAME

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

**PUBLIC ENTITY CRIME STATEMENT**



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to: \_\_\_\_\_  
(Print name of public entity)

By: \_\_\_\_\_  
(Print individual's name and title)

For: \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement.)*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
(1) A predecessor or successor of a person convicted of a public entity crime; or  
(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which submits proposals or applies to submit a proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**ARTICLE 13: INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION**

**13.1 Indemnity**

- (1) The Construction Manager agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage [other than the Work itself and other property insured under Article 13.2(3)] that may arise from the Construction Manager’s operations under this Agreement.
- (2) Loss Deductible Clause - The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or subcontractor providing such insurance.
- (3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

**13.2 Construction Manager’s Insurance**

- (1) The Construction Manager shall not commence any construction Work in connection with this Agreement until he has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 13.2 and such insurance has been approved by the Owner, nor shall the Construction Manager allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- (2) Worker’s Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker’s Compensation Insurance for all his employees connected with the Work, of this Project and, in case any Work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous Work under this contract at the site of the Project is not protected under the Worker’s Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Construction Manager’s Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

|     |   |  |
|-----|---|--|
| (a) | Construction Manager’s Comprehensive General Liability<br>Each Occurrence,<br>Coverage, Bodily Injury & Property Damage | \$1,000,000<br><br>Combined Single Limit |
| (b) | Automobile Liability Coverage,<br>Each Occurrence,<br>Bodily Injury & Property Damage                                   | \$100,000<br><br>Combined Single Limit   |

- |     |   |                                      |
|-----|---|--------------------------------------|
| (c) | Excess Liability, Umbrella Form<br>Each Occurrence, | \$4,000,000<br>Combined Single Limit |
|-----|---|--------------------------------------|

**The Board of Trustees, St. Petersburg College** shall be named as additional insured on all insurance policies except workers' compensation. Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

- (4) Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type and conditions specified above or insure the activities of his subcontractors in his policy, as specified above.

- (5) Owner's and Construction Manager's Protective Liability Insurance(OCP)- The Construction Manager shall procure as a cost of the project and furnish an Owner's and Construction Manager's Protective Liability Insurance Policy with the following minimum limits:

|  |                                    |
|--|------------------------------------|
| Bodily Injury Liability & Property Damage Liability<br>Each Occurrence | \$500,000<br>Combined Single Limit |
|--|------------------------------------|

- (6) "XCU" Explosion, Collapse, Underground Damage - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

- (7) Broad Form Property Damage Coverage, Products & Completed Operations Coverage -The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverage.

- (8) Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

- (9) Indemnification Rider

(a) To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the Owner or any of its agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts in an

amount not-to-exceed \$4,000,000.00 each occurrence. This provision also applies to Indemnity in Article 13.1.

- (c) The obligations of the Construction Manager under this Article 13.2(9) shall not extend to the liability of Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
  - (d) The Construction Manager hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner in exchange for giving the Owner the indemnification provided above in Article 13.1 and Article 13.2(9).
- (10) Builder's Risk Coverage – The Construction Manager shall take out and maintain during the life of this Agreement a “Builder’s Risk Policy” completed value form as a cost of the Project, issued to provide coverage on an “all risk” basis including theft. This coverage shall not be lapsed or canceled because of partial occupancy by the owner prior to final acceptance of the Project.
- (11) Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:  
Each Project Guaranteed Maximum Price submitted shall require an individual Certificate of Insurance approved by the Owner prior to being issued a Notice to Commence. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Facilities Planning and Institutional Services. This Certificate shall be dated and show:
- (a) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
  - (b) Statement that the Insurer will mail notice to the Owner and a copy to the Architect at least forty-five (45) days prior to any material changes in provisions, non-renewal, cancellation or termination of the policy and listing the Board of Trustees St. Petersburg College as additional insured to the extent necessary to provide coverage under Construction Manager’s insurance for the liabilities assumed by Construction Manager under the indemnity provisions of the Agreement.
    - (1) When cancellation is for nonpayment of premium, at least ten (10) days written notice of cancellation accompanied by the reason therefore shall be given; and
    - (2) For other than motor vehicle insurance, when such cancellation or termination occurs during the first ninety (90) days during which the insurance is in force and the insurance is canceled or terminated for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation or termination accompanied by the reason therefore shall be given except where there has been a material misstatement or misrepresentation or failure to comply with the underwriting requirements established by the insurer,
  - (c) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage required in this Section commencing at 13.2 and ending with 13.3.4.

- 13.3 Waiver of Subrogation
- 13.3.1 Damages Caused by Perils Covered by Insurance - The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.2 Loss or Damage to Equipment Covered by Insurance - The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.3 Property and Consequential Loss Policies - The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.4 Endorsement of Policies - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

*Within Reach*

St. Petersburg College

**SPC**

# Course Success Rates



BOT Meeting  
May 2013



*The Course Success Rate is the number of A, B, and C letter grades divided by the overall number of grades.*

$$\frac{A, B, C}{A, B, C, D, F, W, WF, I}$$

| Fall and Spring             | Number of Grades | Success Rate |
|-----------------------------|------------------|--------------|
| Overall 2011-12 (Benchmark) | 195,643          | 73.9%        |
| Overall 2012-13             | 186,198          | 74.3%        |

*Note: Excludes Pass/Fail Grading basis courses and audits*

# Course Success Rates

Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 10, 2013.

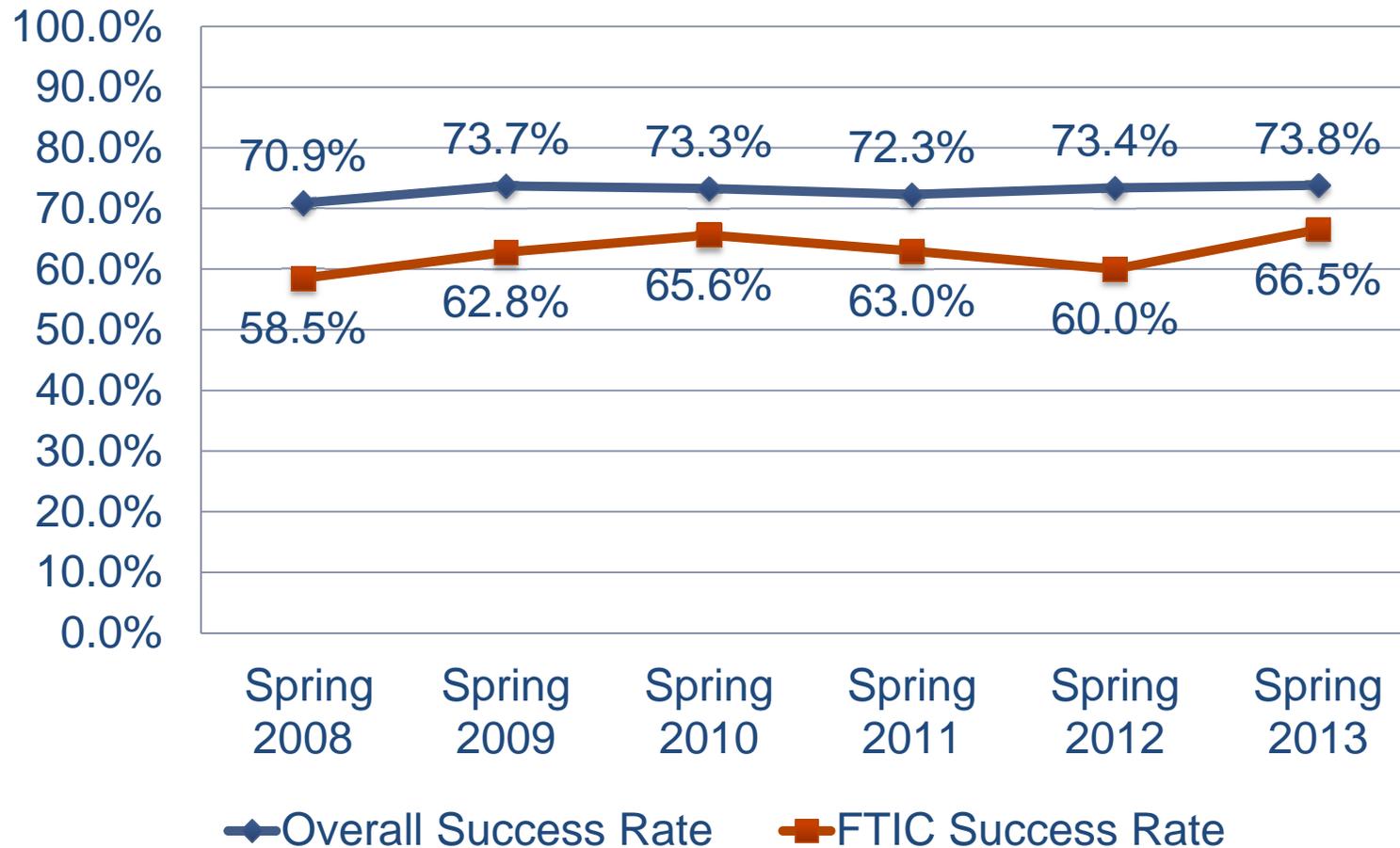


|                            | Spring 2012<br>Success Rate | Spring 2013<br>Success Rate | Difference |
|----------------------------|-----------------------------|-----------------------------|------------|
| Overall SPC                | 73.4%                       | 73.8%                       | 0.4%       |
| Allstate Center            | 87.0%                       | 87.6%                       | 0.6%       |
| Clearwater Campus          | 72.0%                       | 72.6%                       | 0.6%       |
| Downtown/Midtown           | 63.4%                       | 65.7%                       | 2.3%       |
| Electronic Campus          | 69.7%                       | 67.6%                       | -2.1%      |
| EpiCenter                  | 86.6%                       | 84.8%                       | -1.8%      |
| Health Education Center    | 88.8%                       | 88.8%                       | 0.0%       |
| Open Campus                | 94.9%                       | 91.5%                       | -3.4%      |
| Seminole Campus            | 69.4%                       | 70.7%                       | 1.3%       |
| St Petersburg/Gibbs Campus | 70.3%                       | 72.8%                       | 2.5%       |
| Tarpon Springs Campus      | 72.9%                       | 72.9%                       | 0.0%       |

*Note: Excludes Pass/Fail Grading basis courses and audits*

# Fall Comparison

Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 10, 2013.



# Spring Trend Comparison

Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 10, 2013.

|                        | Spring 2012<br>Success Rate | Spring 2013<br>Success Rate | Difference  |
|------------------------|-----------------------------|-----------------------------|-------------|
| <b>Overall FTIC</b>    | <b>60.0%</b>                | <b>66.5%</b>                | <b>6.5%</b> |
| <b>Gender</b>          |                             |                             |             |
| Female                 | 64.7%                       | 70.9%                       | 6.2%        |
| Male                   | 54.9%                       | 61.6%                       | 6.7%        |
| <b>Ethnicity</b>       |                             |                             |             |
| Black/African American | 48.5%                       | 59.1%                       | 10.6%       |
| Hispanic/Latino        | 60.3%                       | 75.5%                       | 15.2%       |
| White                  | 63.1%                       | 66.4%                       | 3.3%        |

*Note: Excludes Pass/Fail Grading basis courses and audits*

# FTIC Comparison

Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 10, 2013.



|                          | Spring 2008 | Spring 2009 | Spring 2010 | Spring 2011 | Spring 2012 | Spring 2013 |
|--------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| ■ Black/African American | 43.8%       | 52.0%       | 57.7%       | 50.6%       | 48.5%       | 59.1%       |
| ▲ Hispanic/Latino        | 57.7%       | 64.6%       | 70.7%       | 64.0%       | 60.3%       | 75.5%       |
| ● White                  | 62.3%       | 65.8%       | 67.8%       | 66.9%       | 63.1%       | 66.4%       |

# FTIC Ethnicity Trend Comparison

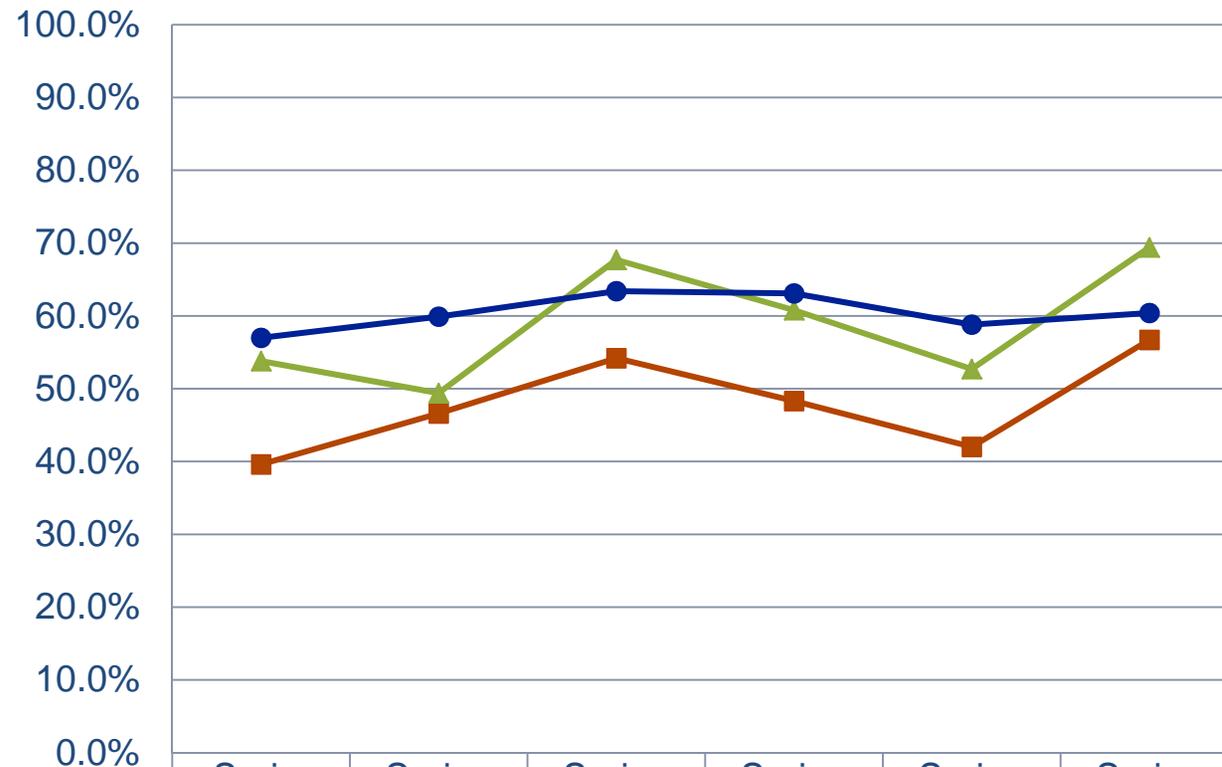
Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 10, 2013.

|                              | Spring 2012<br>Success Rate | Spring 2013<br>Success Rate | Difference |
|------------------------------|-----------------------------|-----------------------------|------------|
| Black/African American males | 42.0%                       | 56.7%                       | 14.7%      |
| Hispanic/Latino males        | 52.7%                       | 69.4%                       | 16.7%      |
| White males                  | 58.8%                       | 60.4%                       | 1.6%       |

*Note: Excludes Pass/Fail Grading basis courses and audits*

# FTIC Male Comparison

Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 10, 2013.



|                               | Spring 2008 | Spring 2009 | Spring 2010 | Spring 2011 | Spring 2012 | Spring 2013 |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| ■ Black/African American male | 39.6%       | 46.6%       | 54.2%       | 48.3%       | 42.0%       | 56.7%       |
| ▲ Hispanic/Latino male        | 53.8%       | 49.4%       | 67.7%       | 60.8%       | 52.7%       | 69.4%       |
| ● White male                  | 57.0%       | 59.9%       | 63.4%       | 63.1%       | 58.8%       | 60.4%       |

# FTIC Male Trend Comparison

Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 10, 2013.

| Developmental Courses | Spring 2012 Success Rate | Spring 2013 Success Rate | Difference |
|-----------------------|--------------------------|--------------------------|------------|
| All FTIC              | 57.4%                    | 64.6%                    | 7.2%       |
| Male                  | 52.2%                    | 60.2%                    | 8.0%       |
| African American      | 45.8%                    | 58.4%                    | 12.6%      |
| African American Male | 37.8%                    | 53.2%                    | 15.4%      |
| Hispanic              | 59.8%                    | 70.3%                    | 10.5%      |
| Hispanic Male         | 50.9%                    | 63.3%                    | 12.4%      |

*Note: Excludes Pass/Fail Grading basis courses and audits*

# FTIC Developmental Courses

*Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 7, 2013.*



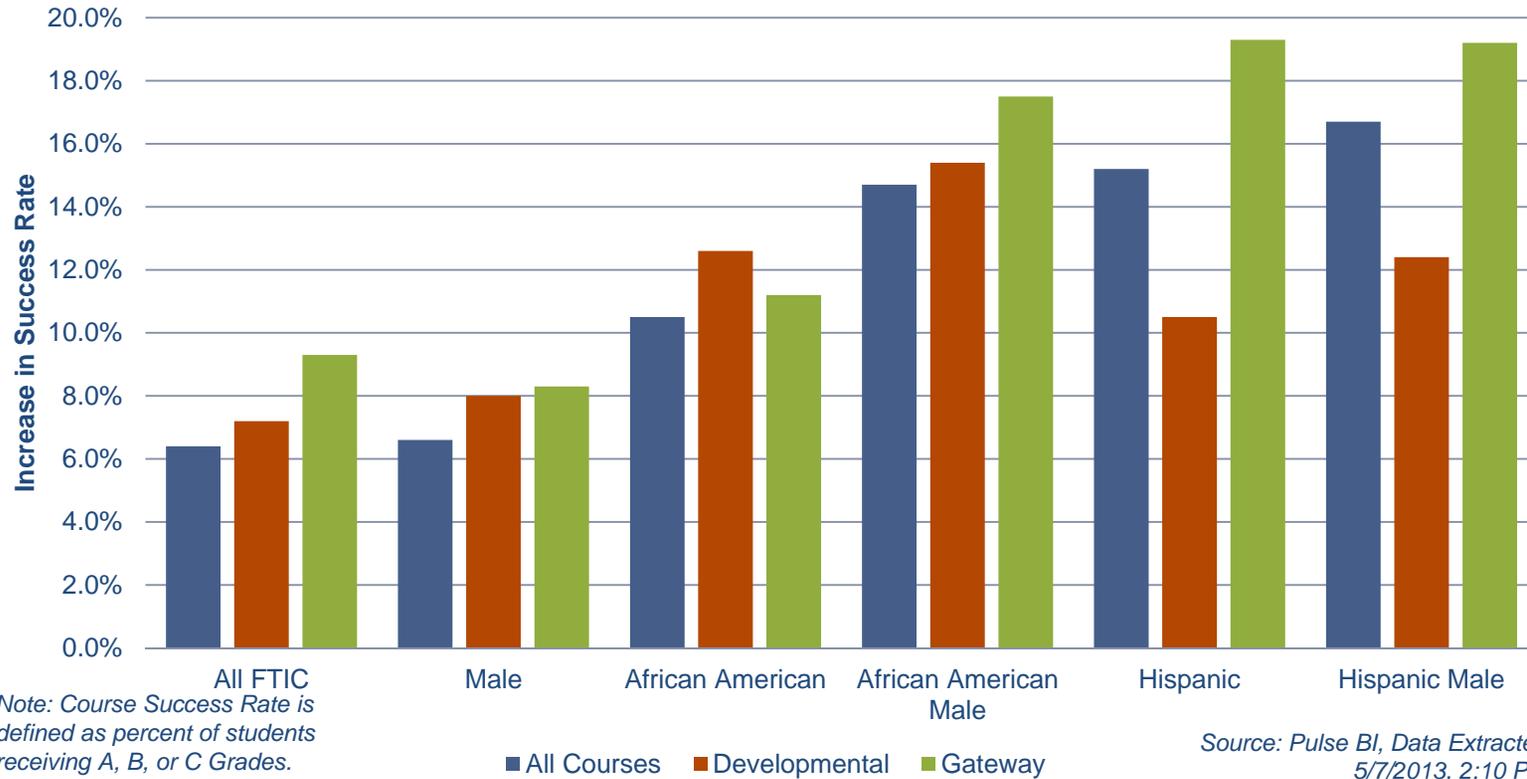
| Gateway Courses       | Spring 2012 Success Rate | Spring 2013 Success Rate | Difference |
|-----------------------|--------------------------|--------------------------|------------|
| All FTIC              | 57.7%                    | 67.0%                    | 9.3%       |
| Male                  | 52.5%                    | 60.8%                    | 8.3%       |
| African American      | 50.2%                    | 61.4%                    | 11.2%      |
| African American Male | 43.8%                    | 61.3%                    | 17.5%      |
| Hispanic              | 56.2%                    | 75.5%                    | 19.3%      |
| Hispanic Male         | 50.6%                    | 69.8%                    | 19.2%      |

*Note: Excludes Pass/Fail Grading basis courses and audits*

# FTIC Gateway Courses

Source: Business Intelligence System , Campus Success Rates dashboard, Data extracted May 7, 2013.

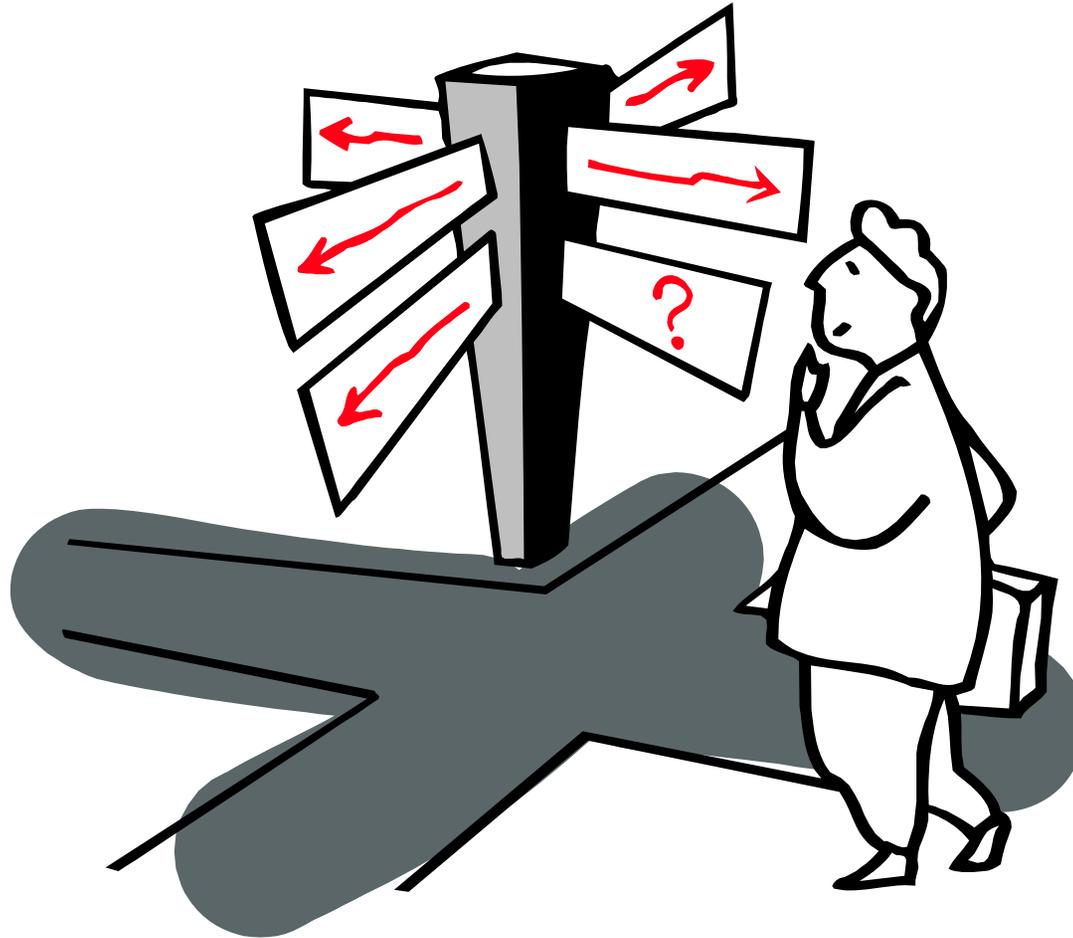
**First Time in College (FTIC) Course Success Rates  
 Spring 2012 to Spring 2013 Comparison**



# FTIC Courses Groups

- Spring Success Rate slightly higher than last Spring
- SPG Campus increased 2.5%; DT/MT Campus increased 2.3%;
- FTIC Cohort increased 6.5%
- In all courses, FTIC Black/African American students increased 10.6% and FTIC Hispanic/Latino students increased 15.2%
- In all courses, FTIC Black/African American males increased 14.7% and FTIC Hispanic/Latino males increased 16.7%
- Minority Students and minority males students had increases in developmental and gateway courses

## Noteworthy Observations



# Questions

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** Quarterly Information Report on Contract Items

This informational report includes executed contracts and/or items that have been approved by either the President or designee during the preceding Quarter (January through March 2013) and are being reported to the Board pursuant to Board of Trustees' Rule 6Hx23-5.903.

**Section A: Program Related Contracts**

1. Affiliation Agreement with **All Children's Hospital** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program. The Agreement will commence as soon as possible and continue for the period of two years. There is no cost to the College associated with entering into this Agreement. This item was approved by Phil Nicotera on March 13, 2013. Department—Physical Therapist Assistant
2. Affiliation Agreement with **Athens Regional Medical Center** that will allow RN to BSN students to complete the required Leadership Practicum hours in their employment setting. The Agreement will commence as soon as possible and will continue for a period of three years. There is no cost to the College. This item was approved by Anne Cooper on March 25, 2013. Department—College of Nursing
3. Agreement with **Augusoft, Inc.** to continue to provide the Lumens Pro Learning Management System for the day-to-day operation and management of Corporate Training's business solutions services. This renewal Agreement includes the annual subscription fee (\$20,000) for *Lumens Entrepreneur* and the annual customization subscription fee (\$8,000). The renewal period will commence as soon as possible and continue for one year at a total cost to the College of \$28,000. This item was approved by Anne Cooper on March 14, 2013. Department—Corporate Training
4. Agreement with **Avid Technology, Inc.** that will allow the College to continue as an Avid Learning Partner whereby the College provides student instruction in the use of certain Avid products as a part of a complete audio or post-production curriculum. The Agreement is for the period of one year. The cost to the College for the Agreement will be \$1,000. This item was approved by Karen Kaufman White on March 1, 2013. Department—Fine & Applied Arts/MIRA Lab Fee

5. Affiliation Agreement with **CaroMont Health, Inc.** to provide clinical experience to students enrolled in the College of Nursing Program. The Agreement will commence as soon as possible and continue for the period of one year; thereafter, the Agreement will renew for one-year periods unless terminated by either party. There is no cost to the College associated with entering into this Agreement. This item was approved by Tonjua Williams for Anne Cooper on December 13, 2012. Department – College of Nursing
6. Agreement with **Cisco WebEx, LLC** to provide computer based conferencing/meeting services for course instruction in the College of Computer & Information Technology. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this period will be \$948. This item was approved by Anne Cooper on January 23, 2013. Department—College of Computer & Information Technology
7. Agreement previously approved with the **Cooper Institute** to provide instruction and course materials for a law enforcement training course entitled *Boot Camp and Circuits Leadership* for approximately 30 students. The course will be held on May 20-22, 2013 at the Allstate Center at a cost to the College of approximately \$13,250; costs will be offset by student fees. The College will also provide classroom space, the necessary equipment for instruction, staff support for copying and other office assistance. This item is to modify the Agreement to allow Cooper Institute to provide a *Law Enforcement Fitness Specialist* course on September 16-20, 2013. The additional cost to the College for this course will be \$17,000; costs will be offset by student fees. This item was approved by Anne Cooper on April 18, 2013. Department—Center for Public Safety Innovation
8. Agreement with **Educational Testing Service** that will allow the College to use its Test of English as a Foreign Language (TOEFL) Search Service to recruit potential international students. The Agreement will commence as soon as possible and will continue for one year; thereafter, the Agreement will automatically renew annually unless terminated by either party. The cost to the College per year is anticipated to be approximately \$1,000; however, after the anticipated annual revenue of approximately \$25,000 the approximate net revenue per year is expected to be \$24,000. This item was approved by Anne Cooper on March 19, 2013. Department—Corporate Training, International Language Institute
9. Agreement with **Estudio Sampere**, headquartered in Madrid, Spain, to continue to offer Spanish language and culture programs for SPC's students to study at any of Estudio's institutes in Cuenca, Ecuador or Spain. The Agreement will commence as soon as possible and will continue for the period of one year. There is no cost to the College associated with entering into this Agreement. Any fees associated with this study abroad program will be paid by program participants. This item was approved by Anne Cooper on January 29, 2013. Department—Center for International Programs

10. Agreement with the **Florida Institute of Technology (FIT)** whereby FIT will offer various degrees through the University Partnership Center. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party. Although there is no cost to the College associated with entering into this Agreement, the parties will agree to any charges and fees under a separate agreement, as necessary. This item was approved by Catherine Kennedy on February 20, 2013. Department—University Partnership Center
11. Agreement with **Florida Lambda Rail, LLC** to continue the College's membership and services from Florida Lambda Rail which provides the College with access to university research networks, Internet2, SPC Disaster Recovery site and high availability internet connectivity. The Agreement will commence March 1, 2013 and continue for the period of one year. The cost to the College for this Agreement period will be \$33,840. This item was approved by Anne Cooper on February 25, 2013. Department—College University Center
12. Agreement with **George Jenkins High School** to provide for the articulation of Polk County students, completing the Veterinary Assistant program at George Jenkins High School, into the College's Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on February 19, 2013. Department—Veterinary Technology
13. Agreement with **Group Systems Corporation** to provide a perpetual software license for the use of the ThinkTank brainstorming software used in all Collaborative engagements. In addition, the Agreement will provide for three years of support and maintenance services and four years of hosting service; thereafter, the College will be provided an installed version of the product for the College's use and any additional support/maintenance services needed beyond the three-year period will need to be purchased at that time. The cost to the College for this Agreement will be \$6,000. Should the College decide to continue the support and maintenance services beyond the three-year term (February 18, 2016), additional expenditure approval will be sought at that time. This item was approved by Anne Cooper on March 1, 2013. Department—Collaborative Labs
14. Affiliation Agreement with **Halifax Medical Center** to provide mentoring and hands-on experience for Health Services Administration program students completing their capstone project. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. There is no cost to the College associated with this Agreement. This item was approved by Anne Cooper on February 11, 2013. Department—Health Services Administration

15. Agreements with **Harland Technology Services, a division of Scantron**, to provide continued maintenance services for PARSCORE, PARTEST and SCANMARK equipment used in the College of Nursing. The total cost to the College for these two Agreements will be \$2,270. The Agreements will commence as soon as possible and will continue for the period of one year. This item was approved by Anne Cooper on January 18, 2013. Department—College of Nursing
16. Affiliation Agreement with **HCA Brandon Hospital** that will allow RN to BSN students to complete the required Leadership Practicum hours in their employment setting. The Agreement will commence as soon as possible and will continue for a period of three years. There is no cost to the College. This item was approved by Anne Cooper on January 17, 2013. Department—College of Nursing
17. Affiliation Agreement with **HCA, Fort Walton Beach Medical Center** that will allow RN to BSN students to complete the required Leadership Practicum hours in their employment setting. The Agreement will commence as soon as possible and will continue for a period of two years. There is no cost to the College. This item was approved by Anne Cooper on March 14, 2013. Department—College of Nursing
18. Affiliation Agreement with **HCA Galencare, Inc. d/b/a Northside Hospital and Tampa Bay Heart Institute** to provide clinical experience to students in the Health Information Management Program at no cost to the College. The Agreement will commence as soon as possible and continue for a period of three years. This item was approved by Phil Nicotera on February 4, 2013. Department—Health Information Management
19. Affiliation Agreement with **HCA Galencare, Inc. d/b/a Northside Hospital and Tampa Bay Heart Institute** to provide clinical experience to students in the Radiography Program at no cost to the College. The Agreement will commence as soon as possible and continue for a period of three years. This item was approved by Phil Nicotera on February 1, 2013. Department—Radiography Program
20. Affiliation Agreement with **HCA Largo Medical Center, Inc.** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible and will continue for the period of three years. This item was approved by Phil Nicotera on January 29, 2013. Department—Physical Therapist Assistant
21. Agreement previously approved with **HCA Health Services of Florida, Inc. d/b/a Regional Medical Center Bayonet Point** to provide clinical experience to students in the Physical Therapist Assistant, Medical Laboratory Technology and Health Information Management programs through July 31, 2014 at no cost to the College. This item is to modify the Agreement to add the RN to BSN program to the Agreement and to update the Agreement regarding necessary immunizations, drug and alcohol testing, background checks and other areas of compliance. All other terms and conditions of the Agreement will remain as previously advised. This item was approved by Tonjua Williams for Anne Cooper on December 13, 2012. Department—College of Nursing

22. Agreement with **Hilton St. Petersburg Carillon Park** to provide hotel rooms, meeting space and necessary technology for the St. Petersburg Collegiate High School SACS reaccreditation site visit to be held March 24-25, 2013. The cost for this Agreement will not exceed \$3,600. This item was approved by Starla Metz on February 4, 2013. Department—St. Petersburg Collegiate High School
23. Agreement with the **Institute for Professional Certification and Licensing Education (IPCLE)** to partner to offer online and classroom insurance education courses. The College will retain 17% of student fee revenue and remit 83% to IPCLE. Based on an estimated number of courses to be offered and anticipated student enrollments, the College estimates an annual net revenue of \$34,000. The Agreement will commence as soon as possible and will continue for the period of one year; thereafter, the Agreement will continue for one-year periods unless terminated by either party. This item was approved by Anne Cooper on January 29, 2013. Department—Corporate Training
24. Agreement with **International Studies Abroad (ISA)** to provide SPC students opportunities and incentives to study abroad. The Agreement will commence as soon as possible and will continue for the period of one year; thereafter, the Agreement will be ongoing unless terminated by either party. There is no cost to the College associated with entering into this Agreement. This item was approved by Anne Cooper on January 22, 2013. Department—Center for International Programs
25. Agreement with **Kagawa University** in Japan to promote the exchange of experiences and staff in the fields of education, science, culture and other academic areas. The Agreement will commence as soon as possible and will continue for the period of two years. There is no cost to the College associated with entering into this Agreement. This item was approved by Catherine Kennedy on January 16, 2013. Department—Center for International Programs
26. Agreement with **Kahn Financial Group** to provide instruction and course materials for a course entitled *Passport to Retirement* to be offered at various times through the College's Lifelong Learning program. Although the number of courses to be offered during the Agreement is not known at this time, the College anticipates a net revenue after expenses per class of approximately \$855. The College will assist in marketing the course, registering students and review of course materials. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Anne Cooper on January 22, 2013. Department—Lifelong Learning/Recreation & Leisure
27. Agreement with the **City of Kalymnos** in Greece to promote the exchange of experiences and staff in the fields of education, science, culture and other academic areas. The Agreement will commence as soon as possible and will continue for the period of two years. There is no cost to the College associated with entering into this Agreement. This item was approved by Catherine Kennedy on January 16, 2013. Department—Center for International Programs

28. Agreement with **Louisiana Technical College (LTC)** to assist LTC Veterinary Technology students in transferring to SPC to obtain an Associate in Science degree in Veterinary Technology. The Agreement will commence as soon as possible and will continue for a period of three years. There is no cost to the College associated with entering into this Agreement. This item was approved by Anne Cooper on January 22, 2013. Department—Veterinary Technology
29. Affiliation Agreement with **Manatee Memorial Hospital, L.P. d/b/a Lakewood Ranch Medical Center** to provide clinical experience for RN to BSN Nursing program students at no cost to the College. The Agreement will commence as soon as possible and will continue for a period of three years. This item was approved by Anne Cooper on November 27, 2012. Department—College of Nursing
30. Affiliation Agreement with **Manatee Memorial Hospital, L.P. d/b/a Manatee Memorial Hospital and Health System** to provide clinical experience for RN to BSN Nursing program students at no cost to the College. The Agreement will commence as soon as possible and will continue for a period of three years. This item was approved by Anne Cooper on November 27, 2012. Department—College of Nursing
31. Affiliation Agreement with **H. Lee Moffitt Cancer Center and Research Institute, Inc.** to provide mentoring and hands-on experience for Health Services Administration program students completing their capstone project. The Agreement will commence as soon as possible and will continue for one year; thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party. There is no cost to the College associated with this Agreement. This item was approved by Anne Cooper on February 25, 2013. Department—Health Services Administration
32. Affiliation Agreement with **Moncrief Army Community Hospital** to allow a student to obtain the necessary clinical experience to complete Leadership Practicum hours as part of the RN to BSN Nursing program. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved by Anne Cooper on January 25, 2013. Department—College of Nursing
33. Agreement with the **Museum of Fine Arts** to partner with the College to support the College's College for Kids-SAM (Science, Art & Math) Summer Camp courses. The MFA will promote the program to MFA members and visitors, allow access for students to take museum tours as part of the course curriculum and provide classroom space to conduct classes. The College will provide the course materials, provide program administration, assist in marketing the courses, process student registrations and collect registration fees. The anticipated revenue per year is \$8,050; however, after estimated annual expenses of \$5,000 per year, the net revenue is expected to be approximately \$3,050 per year. The College will then pay MFA 50% of the net revenue received. This item was approved by Anne Cooper on February 26, 2013. Department—College for Kids

34. Agreement with **Music Theatre International** that will allow the College's Fine Arts/Theatre Department to present *Xanadu* at various times from October 17—27, 2013. The cost to the College for this Agreement, which includes royalty, materials rental and security fees, will be \$3,030. This item was approved by Anne Cooper on March 18, 2013. Department—Fine Arts/Theatre
35. Affiliation Agreement with **Ohio Health Corporation (OHC)** that will allow RN to BSN students to complete the required Leadership Practicum hours in their employment setting. The Agreement applies to various OHC hospital facilities and will commence as soon as possible and continue for a period of one year; thereafter, the Agreement will automatically renew for one-year unless terminated by either party. There is no cost to the College. This item was approved by Anne Cooper on March 14, 2013. Department—College of Nursing
36. Agreement previously approved with **OnCourse Learning Corporation** to purchase 100 training licenses for OnCourse Learning courses including access to the OnCourse Learning Management System. Upon the sale of 100 licenses, the College and OnCourse Learning will share revenues associated with the offering of the courses. **This item is to correct the term of the Agreement and to advise regarding the estimated revenues/expenditures associated with this Agreement.** The Agreement will commence as soon as possible and continue for one year; thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party with 90 days' notice. **The annual revenue to the College is anticipated to be \$40,000. After estimated expenses of \$10,000, the annual net revenue to the College is anticipated to be \$30,000.** This item was approved by Anne Cooper on November 1, 2012. Department—Corporate Training
37. Agreement with **Palm Beach State College, Employ Florida Banner Center for Life Sciences** whereby Palm Beach State College and SPC will continue to partner to offer Employ Florida Banner Center Life Sciences curriculum at the College. The Agreement will commence as soon as possible and continue for one year. The College anticipates a revenue of approximately \$5,940 for its services under this Agreement. This item was approved by Anne Cooper on January 2, 2013. Department—Continuing Education Health
38. Affiliation Agreement with **Physiotherapy Associates** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible and will continue for the period of three years. This item was approved by Phil Nicotera on January 30, 2012. Department—Physical Therapist Assistant
39. Agreement with **Pinellas County School Board** whereby the College's second-year Dental Hygiene students will provide community health, school-based education and dental hygiene services at Pinellas County elementary schools. The services may include oral-systemic health and nutrition education, and with parental permission, oral health screenings, application of fluoride varnish and dental sealants as needed. The Agreement

will commence upon execution and will continue through April 30, 2014; thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party. There is no cost to the College. This item was approved by Anne Cooper on February 4, 2013. Department – College of Health Sciences

40. Agreement with the **District School Board of Polk County** whereby the School Board will place final interns from the College of Education at Polk County schools to obtain internship experience. The Agreement will commence as soon as possible and continue through July 31, 2016. There is no cost to the College associated with entering into this Agreement. This item was approved by Tonjua Williams for Anne Cooper on December 10, 2012. Department—College of Education
41. Agreement with **David Rigsby** to provide promotional support for the College’s programs and student referral services that will allow eligible students from China to study at the College. Mr. Rigsby will also serve as the liaison between the student and the College in collecting and reviewing application materials for submission to SPC for review. The College agrees to pay Rigsby a total of \$4,000 for his services. The Agreement will commence as soon as possible and will continue for the period of one year. This item was approved by Anne Cooper on February 7, 2013. Department – International Language Institute, Corporate Training
42. Articulation Agreement with **Ringling College of Art and Design** whereby students who receive an AA degree with an emphasis in Studio Art from SPC, and meet all other eligibility criteria, will be able to transfer to Ringling to obtain a Bachelor’s degree in Fine Arts. The Agreement will commence upon execution and continue for the period of five years. There is no cost to the College. This item was approved by Anne Cooper on December 17, 2012. This item is being included on this report since it did not appear in the previous Quarterly Report. Department—Humanities & Fine Arts
43. Articulation Agreement with **St. Louis Public Schools** whereby the College will award credit for certain courses to graduates of the Pre-Veterinary Program at Gateway High School. Such course credit will be awarded upon acceptance into SPC’s Veterinary Technology Program. The Agreement will commence as soon as possible and continue for a period of three years. There is no cost to the College. This item was approved by Anne Cooper on February 12, 2013. Department—Veterinary Technology
44. Affiliation Agreement with **HCA, Tallahassee Medical Center, d/b/a Capital Regional Medical Center** to provide medical surgical clinical experience and preceptor for students in the Continuing Education Health Program. The Agreement will commence as soon as possible and continue for the period of five years. There is no cost to the College associated with entering into this Agreement. This item was approved by Anne Cooper on February 26, 2013. Department—CE Health
45. Agreement with **Tampa Bay Business Journal** to continue print ads, sponsorships and email marketing for the Corporate Training Department. The Agreement will commence as soon as possible and continue through June 30, 2013. The cost to the College for this

Agreement will be \$17,926. This item was approved by Anne Cooper on January 10, 2013. Department—Corporate Training

46. Agreement with **Tampa Etiquette Academy** to provide a 4-hour Business and Dining Etiquette seminar for up to 25 students on February 22, 2013. The cost to the College for this event will be \$850. This item was approved by Tonjua Williams on January 8, 2013. Department—Baccalaureate Programs – Golden Key International Honor Society
47. Agreement with **Typhoon Group, LLC** to provide continued maintenance for the software that tracks Orthotic & Prosthetic students' clinical requirements and program competencies. The cost to the College for the continued software maintenance for one year is \$250. This item was approved by Anne Cooper on March 25, 2013. Department—College of Health Sciences

#### **Section B: Major Technology Contracts**

48. Agreements with **Dell Financial Services, LP** to lease approximately 98 computers, 8 servers, equipment for the college-wide wireless network infrastructure and other computer equipment for use in various academic and administrative departments collegewide. The leases are for a period of 48 or 49 months. The cost to the College for these leases is expected to be approximately \$1,390,486.80. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$24,519.46. Based on the foregoing, the total cost to the College for these lease agreements will not exceed \$1,415,006.26. Should funds not be appropriated to continue the lease(s) for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 60 days written notice prior to the end of the current fiscal period. These items are being reported to the Board based on its approval of the 2012-13 Budget on June 19, 2012. — Doug Duncan

#### **Section C: Contracts above \$100,000 (\$100,001-\$325,000)**

NONE

#### **Section D: Contracts above \$50,000 (\$50,001-\$100,000)**

49. Agreement with **Brown and Brown of Florida, Inc.** to continue to provide consulting services in areas such as assisting with the administration of the College's employee benefit plan and communication with employees; participating in quarterly claim and utilization review meetings; consulting with the College regarding its Wellness Program; assisting with health care reform compliance issues; analyzing the prescription drug plan to outline savings and providing post-RFP services. The Agreement will commence on January 1, 2013 and continue through December 31, 2013. The cost to the College for this period will be \$75,000. This item was approved by Doug Duncan on December 17, 2012. This item is being included on this report since it did not appear in the previous Quarterly Report. Department—Human Resources

**Section E: Contracts above \$10,000 (\$10,001-\$50,000)**

50. Agreement previously approved with **Blackbaud, Inc.** to provide for the customization and implementation of the *Financial Edge* software to be used by the SPC Foundation for financial management. Under the terms of the Agreement, Blackbaud also provides training, hosting and maintenance for the *Financial Edge* software. **This item is to clarify that the term of the Agreement is for five years (through September 14, 2016) and to confirm the additional expenditure for years two through five of the Agreement.** The initial amount approved for this Agreement was \$43,873.20 plus up to \$10,000 for travel, for the first year of the Agreement. Expenditure approval is now sought for years two through five for hosting and maintenance costs. **The additional hosting and maintenance costs for years two through five of the Agreement are anticipated to be approximately \$22,921.56.** This item was approved by Frances Neu on March 18, 2013 and Doug Duncan on May 2, 2013. Department – Foundation Office
51. Agreement previously approved with **Blackbaud, Inc.** to provide for the customization and implementation of the *Raiser's Edge* software used by the SPC Foundation for donor management. Under the terms of the Agreement, Blackbaud also provides training, hosting and maintenance for the *Raiser's Edge* software. **This item is to clarify that the term of the Agreement is for five years (through June 12, 2016) and to confirm the additional expenditure for years two through five of the Agreement.** The initial amount approved for this Agreement was \$92,827 plus up to \$15,000 for travel, for the first year of the Agreement. Expenditure approval is now sought for years two through five for additional hosting and maintenance costs. **The additional hosting and maintenance costs for years two through five of the Agreement are estimated to be approximately \$47,543.09.** This item was approved by Frances Neu on March 18, 2013 and Doug Duncan on May 2, 2013. Department – Foundation Office
52. Agreement with **Delectables Fine Catering** to provide food and catering services for the Fall Faculty Welcome Back event to be held August 15, 2013. The cost to the College for this Agreement will be \$11,763.13. This item was approved by Anne Cooper on February 13, 2013. Department—Public Relations
53. Agreement with **Eaton Corporation** for its ProActive Service Plan whereby Eaton will provide maintenance services for the Eaton Valve Regulated Battery System, Electronics (UPS Power Module, DC, PDU, Flywheel); as well as Eaton Ancillary Device Parts and Labor Coverage for certain ancillary devices. This equipment is used in Administrative Information Systems. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$20,259. This item was approved by Doug Duncan on March 14, 2013. Department—AIS-DO
54. Agreement with **Maria Nieves Edmonds** to provide consulting services associated with the Hispanic Community in Pinellas County that will focus on the development and implementation of programs and services impacting Hispanic SPC students. The Agreement will commence as soon as possible and continue for the period of one year.

The cost to the College for this period will be \$20,000. This item was approved by Anne Cooper on January 25, 2013. Department—Provost, Clearwater

55. Agreement with **King Street Station Hotel Associates, LP d/b/a Embassy Suites Hotel** to provide hotel rooms and meeting room space for the annual Student Government Association (SGA) trip to Washington, DC from May 5-9, 2013. The cost to the College for this Agreement is anticipated to be \$29,184 and will cover hotel rooms for four nights for approximately thirty SGA attendees college-wide. This item was approved by Tonjua Williams on March 14, 2013. Department—Student Government
56. Agreement with **Kone, Inc.** to provide for the operation and maintenance of three KONE MRL Traction elevators at the Downtown Center. The Agreement will commence as soon as possible and continue for the period of three years. The cost to the College for this period is estimated to be \$33,479.55. This item was approved by Doug Duncan on January 25, 2013. Department—Facilities Services
57. Agreement previously approved with **Mechanical Services of Central Florida, Inc.** to provide service/maintenance on chillers at the College at a cost of \$22,782. The Agreement will continue through October 31, 2013. **This item is to add service/maintenance for a second chiller at the Clearwater Campus at an additional cost under the Agreement in the amount of \$1,025.** All other terms and conditions will remain as previously advised. This item was approved by Doug Duncan on February 19, 2013. Department—Facilities Services
58. Agreement with **Meltwater News US, Inc.** to provide traditional and social media monitoring, including a media contacts database, news feed and branded newsletter. This Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$20,000. The Agreement also includes an additional six months of free service which extends the Agreement for a total period of 18 months for this cost. This item was approved by Doug Duncan on February 20, 2013. Department—Marketing and Public Information
59. Agreement with **Oracle America, Inc.** to provide software for the tuning pack and diagnostic pack database used by Administrative Information Systems. The license Agreement will commence as soon as possible and is ongoing. The one-time fee for the license will be \$14,700 with an additional support fee of \$3,234 for year one of the Agreement. Thereafter, the College may opt to continue license support (for years two and three) by paying the Software Update and Support fee which will not increase by more than 4% of the prior year's fee. Based on the foregoing and assuming the College renews the support for years two and three, the anticipated cost through year three of this Agreement will be \$24,795.25. Thereafter, should the College desire to continue the Agreement, additional approval will be sought at that time. This item was approved by Daya Pendharkar on January 15, 2013. Department – Administrative Information Systems

60. Agreement with **Ovid Technologies, Inc.** to provide access to electronic products to support the College's Nursing and Dental Hygiene Programs and the University Partnership Center health sciences partnerships. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this Agreement will be \$30,287. This item was approved by Anne Cooper on December 17, 2012. This item is being included on this report since it did not appear in the previous Quarterly Report. Department—District Library
61. Agreement with **Ovid Technologies, Inc.** to provide access to Biosis Previews 2013 and the Veterinary Science databases to support the College's Biology, Health Sciences and Veterinary Technology programs. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this Agreement will be \$15,597. This item was approved by Anne Cooper on January 2, 2013. Department—Library BACC
62. Agreement with **Sunburst Entertainment Group, LLC** for the use of the Tropicana Field and facilities for the College's graduation ceremony to be held May 4, 2013. The cost to the College for this Agreement is anticipated to be approximately \$15,600. This item was approved by Tonjua Williams on February 22, 2013. Department—Graduation
63. Agreement with **Tampa Bay System Sales, Inc. d/b/a Tampa Bay Trane** to provide collegewide semiannual inspections and data backup for the installed chiller Building Management Systems controllers and computers (Trane Tracer Summit systems and attached devices). The cost to the College for this Agreement will be 22,385. Any additional repairs, emergency services, replacement parts/components, if needed, will be handled separately via the purchasing process. This item was approved by Doug Duncan on February 19, 2013. Department—Facilities Services Contracts
64. Agreement with **Transworld Systems** to continue to provide pre-collections services at a cost of \$8.99 per account. The College anticipates approximately 2,500 accounts during the agreement period. The cost to the College will be \$22,475; however, Transworld provides a 200% performance guarantee up to \$44,950 and will pay the College the difference if collections do not meet the required threshold. The Agreement will commence as soon as possible and the account volume purchased can be used for the period of up to two years. This item was approved by Doug Duncan on March 23, 2013. Department—Collections

**Section F: Contracts below \$10,000**

65. Agreement with **Steven Barclay Agency** whereby Mr. Billy Collins will perform poetry readings at the SP/G Music Center and at the Palladium Theatre on March 12, 2013. It is anticipated that Mr. Collins will also participate in a book signing and possible interviews with the College's radio station and newspaper. The cost to the College for this Agreement will be \$10,000 plus hotel/travel related expenses. This item was approved by Karen Kaufman White on February 15, 2013. Departments—Student Activities, SP/G & SPD Faculty Academic Study Communications

66. Agreements with **Educational Testing Service** whereby certain College campuses (St. Petersburg/Gibbs, Clearwater, Tarpon Springs, Seminole) will become Testing Centers allowing the campus to administer Internet-based tests to students in connection with the College Level Examination Program. The Agreements will commence as soon as possible and will be ongoing unless terminated by either party. There is no cost to the College associated with entering into these Agreements. This item was approved by Pat Rinard on January 9, 2013. Department—Enrollment Management
67. Agreement with **The Foundation Center** for a subscription to its Cooperating Collection which includes *Foundation Directory Online Professional; Foundation Grants to Individuals Online*; and *Philanthropy In/Sight*. The Agreement is for the period of one year at a cost to the College of \$995. This item was approved by Anne Cooper on March 25, 2013. Department—District Library
68. Agreement with **Iknowledgenow, Inc.** to continue to provide access to the database of the *Journal of the American Hospital Association* and other publications and grants. Although the College has an ongoing Agreement in place, the cost to the College for this annual renewal period will be \$485. This item was approved by Anne Cooper on March 21, 2013. Department—District Library
69. Agreement with **InfoGroup, Inc.** and its affiliates to continue to provide access to an internet-based reference service which will allow students to find up-to-date quality business and industry information, including details necessary for complicated business papers and class projects. The Agreement will be for the period of one year at a cost to the College of \$3,150. This item was approved by the Anne Cooper on February 19, 2013. Department—District Library
70. Agreement with the **Kiwanis Club of Seminole Florida, Inc.** to use the College's Seminole Campus parking lot from 1:00-3:00 p.m. on Sunday, March 10, 2013 for the Fire Truck Pull which is part of the Seminole Pow-Wow festivities held to benefit area children. The Kiwanis Club will provide a Certificate of Insurance and the City Public Works department will assist the Club with securing and cordoning off the area and assuring safety. There is no cost to the College associated with this Agreement. This item was approved by Jim Olliver on February 4, 2013. Department—Provost, SE Campus
71. Agreement with the **National Employers Council, Inc. d/b/a PeopleSystems** to provide services to audit unemployment claims and monitor refunds from the state. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$5,300. This item was approved by Patty Jones on January 3, 2013. Department—Human Resources

72. Agreement with **Nova Southeastern University, Inc.** (NSU) to use a room at the Health Education Center on June 22-23, 2013; July 13, 2013; July 20, 2013; and August 17, 2013. NSU will pay the College a total of \$3,321 for the use of the room on these five dates. This item was approved by Phil Nicotera on March 12, 2013. Department—Provost
73. Agreement with **Seminole State College of Florida** whereby Seminole State will allow the College to use its degree audit program software and process to assist SPC in validating that students registering for courses are taking courses that are part of their program plan. The Agreement will commence as soon as possible and will be ongoing unless terminated. There is no cost to the College associated with entering into this Agreement. This item was approved by Daya Pendharkar on January 29, 2013. Department—Administrative Information Systems
74. Agreement with **SimplexGrinnell, LP** to provide fire alarm system monitoring services for the St. Petersburg/Gibbs Campus. The cost to the College for the foregoing will be a total of \$600. The Agreement will commence on March 1, 2013 and will continue through June 30, 2013. This item was approved by Doug Duncan on January 11, 2013. Department—Access Control
75. Agreement with **SimplexGrinnell, LP** to provide fire alarm system monitoring services for the Vet Tech Building. The cost to the College for the foregoing will be a total of \$133.35. The Agreement will commence on February 1, 2013 and will continue through June 30, 2013. This item was approved by Doug Duncan on January 11, 2013. Department—Access Control
76. Agreement with **SimplexGrinnell, LP** to provide fire alarm system monitoring services for the HEC Annex building. The cost to the College for the foregoing will be a total of \$133.35. The Agreement will commence on February 1, 2013 and will continue through June 30, 2013. This item was approved by Doug Duncan on January 11, 2013. Department—Access Control
77. Agreement with **SimplexGrinnell, LP** to provide fire alarm system monitoring services for the Seminole Campus. The cost to the College for the foregoing will be a total of \$272.50. The Agreement will commence on April 1, 2013 and will continue through June 30, 2013. This item was approved by Doug Duncan on February 27, 2013. Department—Access Control
78. Agreement with **SimplexGrinnell, LP** to provide fire alarm system monitoring services for the eleven locations college-wide. The cost to the College for the foregoing will be a total of \$880. The Agreement will commence on April 1, 2013 and will continue through June 30, 2013. This item was approved by Doug Duncan on February 27, 2013. Department—Access Control

79. Agreement with **Skyline Elevator, Inc.** to provide maintenance services on 36 elevators collegewide. The Agreement is for the period of one year and will continue through June 30, 2013. The cost to the College for this Agreement will be \$42,407.04. This item was approved by Doug Duncan on February 4, 2013. Department—Facilities Services Contracts
80. Agreement with **Springshare, Inc.** to continue to provide LibGuides, a template-driven content management system for libraries. The system will be used to create attractive multimedia content, share knowledge and information and promote library resources to the community. The system also allows integration of interactive content such as videos, podcasts, RSS feeds and widgets such as chat and feedback from polls/surveys. The Agreement is for the period of one year at a cost to the College of \$3,698. This item was approved by Anne Cooper on January 17, 2013. Department—District Library
81. Agreement with the **City of St. Petersburg** for use of the Coliseum for the Fall Faculty event to be held August 15, 2013. The Agreement provides for the use of the facility, parking and fire marshal services. The cost to the College for this Agreement will be \$3,525. This item was approved by Anne Cooper on February 12, 2013. Department—Provost District Office

Pamela Smith, Legal Services Coordinator, prepared this Quarterly Informational Report on contract items not exceeding \$325,000.

Suzanne L. Gardner, Acting General Counsel, recommends approval.

ps0509131

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** Florida Department of Education—Tampa Bay Consortium  
College Reach Out Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Education by St. Petersburg College for the Tampa Bay Consortium College Reach Out Program (CROP).** The goal of CROP is to provide academic support services and enrichment programs to middle and high school students who have the potential to complete college but may not have the skills and/or knowledge necessary to do so without additional support. **Permission is also sought to accept funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

As a regional initiative, CROP provides support and academic services to over 1,050 low income, educationally disadvantaged students in grades 6-12 across Tampa Bay. CROP's goal is to increase the number of such students, particularly minorities, who will qualify for and complete postsecondary education. The Tampa Bay Consortium's CROP, now in its 21<sup>st</sup> year, consists of the University of South Florida; Hillsborough Community College; State College of Florida, Manatee-Sarasota; and St. Petersburg College. St. Petersburg College serves as the fiscal and tracking agent for the Consortium and oversees the entire funding awarded to the Consortium.

The estimated period of performance will be from September 1, 2013 through August 31, 2014. The total project budget is projected to be \$541,849 over a one-year period. Of this amount, the College anticipates receiving approximately \$144,499 for its services over this same period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Tonjua Williams, Senior Vice President, Student Services; Karen Kaufman White, Provost, St. Petersburg/Gibbs; and Linda L. Hogans, Senior Director of Retention Services, recommend approval.

Attachment

js0509132

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** May 21, 2013

**Funding Agency or Organization:** Florida Department of Education

**Name of Competition/Project:** Tampa Bay Consortium College Reach Out Program (CROP)

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 9/1/13      **End:** 8/31/14

**Cabinet Member:** Karen Kaufman White

**Manager:** Linda Hogans

**Focus of Proposal:**

The College Reach Out Program is a consortium of Hillsborough Community College; State College of Florida, Manatee-Sarasota; University of South Florida and St. Petersburg College serving as fiscal agent, that provides academic support services and enrichment programs to middle and high school students who have the potential to complete college, but may not have the skills and/or knowledge necessary to do so without additional support.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

|                                   |  |
|-----------------------------------|--|
| Personnel                         | \$ 81,591                                      |
| Fringe                            | \$ 1,183                                       |
| Supplies & Materials              | \$ 15,000                                      |
| Travel                            | \$ 29,725                                      |
| Other (Workshops & Fees)          | \$ 17,000                                      |
| Contractual (Consortium Partners) | <u>\$397,350</u>                               |
| Total Budget                      | <u>\$541,849</u> - (SPC's Portion - \$144,499) |

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$1,275,140

Total amount from funder: \$ 541,849

Amount/value of match: Cash: \$408,800  
(SPC's Contribution - \$72,250)

In-kind: \$324,491  
(SPC's Contribution - \$132,165)

|                                  |   |     |   |
|----------------------------------|---|-----|---|
| Required match or cost sharing:  | No  | Yes | X |
| Voluntary match or cost sharing: | No  | Yes | X |
| Source of match/cost sharing:    | Staff and Program Development funds, other college programs, and SPC Development Foundation scholarships for cash; percent of time for personnel and usage of SPC facilities for in-kind. |     |   |
| Negotiated indirect cost:        | SPC will not recover indirect costs (part of required in-kind contribution.)  |     |   |
| (Fixed) administrative fee:      | N/A   |     |   |
| Software/materials:              | N/A   |     |   |
| Equipment:                       | N/A   |     |   |
| Services:                        | N/A   |     |   |
| Staff Training:                  | N/A   |     |   |
| FTE:                             | N/A   |     |   |
| Other:                           | N/A   |     |   |

**College Goals and Institutional Initiatives Addressed:**

|               |  |
|---------------|--|
| College Goal: | II. Maintain the “open door” by providing opportunities for under-prepared students to achieve college entry-level skills through college preparatory programs and services. |
|---------------|--|

|                              |  |
|------------------------------|--|
| Institutional Initiative(s): | 3. Increase the percentage of recent minority high school graduates attending college. |
|------------------------------|--|

**SPC 7/24 Initiative Addressed:**

|        |                                    |
|--------|------------------------------------|
| Focus: | 2. Increased Public Accountability |
|--------|------------------------------------|

|                     |                        |
|---------------------|------------------------|
| Observable Project: | Community Partnerships |
|---------------------|------------------------|

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** Florida Department of Education—Developmental Education Massive Open Online Course Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Education by St. Petersburg College for the Developmental Education Massive Open Online Course Program (Dev. Ed MOOC).** The goal of St. Petersburg College's (SPC) proposed Get Ready for College MOOC initiative is to enhance developmental education by delivering learning content through a free, open, engaging and online platform. SPC will continue its groundbreaking work in this area, which began by launching the first developmental education MOOC in Florida, Get Ready for College-Math, by creating two additional MOOCs for Reading and Writing, while enhancing the Math MOOC as a second version that incorporates adaptive learning technology. **Permission is also sought to accept funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

SPC's Get Ready for College MOOC initiative will support the development, dissemination and use of free online learning platforms to address the need for developmental education alternatives across the state. By aligning content with the Florida Developmental Education Competencies, these MOOCs will target students in high school preparing to take or retake the Post-secondary Education Readiness Test (PERT); non-traditional students who have been out of school for several years; and also serve as a study and/or instructional aid for individuals currently enrolled in developmental education courses. This grant will also support the development and implementation of a statewide utilization plan to assist colleges and K-12 districts across the state with MOOC evaluation, dissemination and training.

The estimated period of performance will be from July 1, 2013 through June 30, 2014. The total project budget is projected to be \$300,000 over a one-year period. Of this amount, the College anticipates receiving approximately \$300,000 for its services over this same period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Anne Cooper, Senior Vice President, Academic Affairs; and Jesse Coraggio, Associate Vice President, Institutional Effectiveness, Research and Grants, recommend approval.

Attachment

js0509132

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** May 21, 2013

**Funding Agency or Organization:** Florida Department of Education

**Name of Competition/Project:** Education Massive Open Online Course Program (Dev. Ed MOOC)

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 7/1/13      **End:** 6/30/14

**Cabinet Member:** Anne Cooper

**Manager:** Jesse Coraggio

**Focus of Proposal:**

Having launched the first Developmental Education MOOC in Florida, ‘*Get Ready for College-Math*,’ SPC is proposing to create additional MOOCs to address literacy and writing. Additionally, SPC will partner with a technology provider to create adaptive learning enhancements that will assist in creating a more interactive and personalized learning experience for users. SPC will market these resources to colleges and school districts across Florida, providing administrative level training, implementation strategies and evaluation findings.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

|                                     |                  |
|-------------------------------------|------------------|
| Personnel                           | \$ 95,491        |
| Fringe                              | \$ 10,497        |
| Supplies & Materials                | \$ 34,914        |
| Travel                              | \$ 8,312         |
| Other (Marketing)                   | \$ 8,000         |
| Other (Training/Meetings)           | \$ 16,000        |
| Contractual (Subject Matter Expert) | \$112,500        |
| Administrative Fee                  | <u>\$ 14,286</u> |
| Total Budget                        | \$300,000        |

**Funding:**

|   |           |
|---|-----------|
| Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) | \$300,000 |
| Total amount from funder:   | \$300,000 |

Amount/value of match:

Cash: \$0

In-kind: \$0

Required match or cost sharing:

No  Yes

Voluntary match or cost sharing:

No  Yes

Source of match/cost sharing:

N/A

Negotiated indirect cost:

N/A

(Fixed) administrative fee:

N/A

Software/materials:

N/A

Equipment:

N/A

Services:

N/A

Staff Training:

N/A

FTE:

N/A

Other:

N/A

**College Goals and Institutional Initiatives Addressed:**

College Goal:

II. Maintain the “open door” by providing opportunities for under-prepared students to achieve college entry-level skills through college preparatory programs and services.

Institutional Initiative(s):

3. Increase the percentage of recent minority high school graduates attending college.

**SPC 7/24 Initiative Addressed:**

Focus:

2. Increased Public Accountability

Observable Project:

Community Partnerships

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Florida Department of Education – Carl D. Perkins Vocational and Technical Education Act

**Confirmation is sought for a grant proposal, submitted subject to Board of Trustees' approval, to the Florida Department of Education by St. Petersburg College for the Carl D. Perkins Vocational and Technical Education Act funds to continue Postsecondary Vocational programs.** Perkins provides funding for Post-Secondary Vocational (PSV) programs, allowing St. Petersburg College to provide services to students enrolled in Associate in Science and Associate in Applied Science degrees, Applied Technology Diploma and Certificate programs. **Permission is also sought to accept funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

Specifically, the College will use grant funds to provide:

1. Services to assist special population students in identifying, enrolling and succeeding in the College's A.S. degree and Certificate programs. Special population students include students with disabilities, students who are educationally and economically disadvantaged, single parents, displaced homemakers, single pregnant women, LEP and individuals enrolled in training non-traditional to their gender;
2. Coordinate with Pinellas County Schools to develop a continuous, articulated program of studies from secondary to postsecondary education including transfer to a four-year university; and convert Programs of Study to the state mandated template; and
3. Staff development activities relating to improvement of A.S. degree and Certificate programs, integrating academic and technical education, articulation of technical programs between the Pinellas County Schools and SPC, and improvement of services to special population students and gender equity.

The grant is in its sixth year, renewable July 1 of each year. The funding requested could change when final allocations are awarded by the state. Perkins funds are provided to the St. Petersburg College on a formula-driven basis. The number of economically disadvantaged students enrolled in Associate in Science Degree and Certificate programs also determines the allocation. SPC applied under one category: Postsecondary Vocational (PSV) Programs.

The estimated period of performance will be from July 1, 2013 through June 30, 2014. The College anticipates receiving approximately \$1,456,681 over the one-year period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Anne Cooper, Senior Vice President, Academic Affairs; Jason Krupp, Director of Workforce Services; and Amy Brush, Career Pathway/Workforce Specialist, recommend approval.

Attachment

js0509132

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** May 21, 2013

**Funding Agency or Organization:** Florida Department of Education

**Name of Competition/Project:** Carl D. Perkins Vocational and Technical Act

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 7/1/13 **End:** 6/30/14

**Cabinet Member:** Anne Cooper

**Manager:** Amy Brush

**Focus of Proposal:**

Under the Carl D. Perkins grant, the College applies for funding from the Post-Secondary Vocational Programs. This provides funding for services to assist special populations enroll in and/or complete A.S. degree and Certificate programs, enhance A.S. degree and Certificate programs, provide for SPC faculty to participate in a business/industry experiential program as well as training programs related to improving A.S. degree and Certificate programs, and integrating academic and vocational education and cooperating with Pinellas County Schools to develop strategies for a seamless continuum of services and education from secondary through postsecondary education.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

|                              |             |
|------------------------------|-------------|
| Personal (Salary & Benefits) | \$1,392,708 |
| Travel                       | \$ 10,000   |
| Freight & Postage            | \$ 2,100    |
| Printing & Duplicating       | \$ 20,000   |
| Materials & Supplies         | \$ 16,020   |
| Other Materials              | \$ 2,721    |
| Indirect                     | \$ 13,132   |
| Total                        | \$1,456,681 |

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$1,456,681

|                                  |   |
|----------------------------------|---|
| Total amount from funder:        | \$1,456,681   |
| Amount/value of match:           | Cash: N/A<br>In-kind: N/A                                     |
| Required match or cost sharing:  | No <input checked="" type="checkbox"/> Yes                    |
| Voluntary match or cost sharing: | No <input checked="" type="checkbox"/> Yes                    |
| Source of match/cost sharing:    | N/A   |
| Negotiated indirect cost:        | 1% (For Post-Secondary Vocational Programs)                   |
| (Fixed) administrative fee:      | N/A   |
| Software/materials:              | N/A   |
| Equipment:                       | N/A   |
| Services:                        | N/A   |
| Staff Training:                  | N/A   |
| FTE:                             | For registration and retention of students with special needs |
| Other:                           | N/A   |

**College Goals and Institutional Initiatives Addressed:**

|               |   |
|---------------|---|
| College Goal: | I. Expand student access to baccalaureate programs, bachelor's degrees, graduate degrees, and careers; as well as prepare lower division students for successful transfer into baccalaureate programs through the articulated associate in science degree programs. |
|---------------|---|

|                              |   |
|------------------------------|---|
| Institutional Initiative(s): | 3. Expand marketing of programs college-wide and activities to the community to achieve enrollment growth objectives for College programming and to showcase business development services as well as other academic credit and noncredit programs. |
|------------------------------|---|

**SPC 7/24 Initiative Addressed:**

|        |                                    |
|--------|------------------------------------|
| Focus: | 2. Increased Public Accountability |
|--------|------------------------------------|

|                     |                        |
|---------------------|------------------------|
| Observable Project: | Community Partnerships |
|---------------------|------------------------|

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Bill and Melinda Gates Foundation— Adaptive Learning Market Accelerator Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Bill and Melinda Gates Foundation by St. Petersburg College for the Adaptive Learning Market Accelerator Program (ALMA).** The goal of ALMA is to support partnerships between adaptive technology providers and colleges, which will implement and assess adaptive learning courseware in developmental courses. **Permission is also sought to accept funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

The Gates Foundation is seeking innovative postsecondary institutions and adaptive learning technology partners to participate in a program that drives strong implementations of adaptive learning, to document and measure the implementation and student outcomes, and to share these findings broadly with the field. SPC is proposing a partnership with publisher McGraw-Hill to implement adaptive learning courseware into two gateway courses: Composition 1 (ENC 1101) and Intermediate Algebra (MAT 1033). The courseware will be utilized during three consecutive semesters beginning Fall 2013, with a robust assessment, evaluation and reporting component.

The estimated period of performance will be from July 1, 2013 through June 30, 2015. The total project budget is projected to be \$100,000 over a two-year period. Of this amount, the College anticipates receiving approximately \$100,000 for its services over this same period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Anne Cooper, Senior Vice President, Academic Affairs; Jesse Coraggio, Associate Vice President, Institutional Effectiveness, Research and Grants; Martha Campbell, Dean, Communications; and Jimmy Chang, Dean, Mathematics, recommend approval.

Attachment

js0509132

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** May 21, 2013

**Funding Agency or Organization:** Bill and Melinda Gates Foundation

**Name of Competition/Project:** Adaptive Learning Market Accelerator Program (ALMA)

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 7/1/13      **End:** 6/30/15

**Cabinet Member:** Anne Cooper

**Manager:** Jesse Coraggio

**Focus of Proposal:**

The Adaptive Learning Market Accelerator program aims to encourage both rigorous research and acceleration of adaptive courseware products into education delivery. In partnership with McGraw-Hill, SPC will utilize adaptive courseware in two current gateway courses, Composition 1 (ENC 1101) and Intermediate Algebra (MAT 1033). The purpose of this project is to assess, measure, and evaluate the use of adaptive courseware in developmental education, gateway and introductory level courses.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

|                      |           |
|----------------------|-----------|
| Personnel            | \$ 51,603 |
| Fringe               | \$ 1,768  |
| Supplies & Materials | \$ 25,462 |
| Travel               | \$ 5,876  |
| Other (Conferences)  | \$ 6,200  |
| In-direct Cost       | \$ 9,091  |
| Total Budget         | \$100,000 |

**Funding:**

|   |              |
|---|--------------|
| Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) | \$100,000    |
| Total amount from funder:   | \$100,000    |
| Amount/value of match:  | Cash: \$0    |
|   | In-kind: \$0 |

|                                  |     |   |     |
|----------------------------------|-----|---|-----|
| Required match or cost sharing:  | No  | X | Yes |
| Voluntary match or cost sharing: | No  | X | Yes |
| Source of match/cost sharing:    | N/A |   |     |
| Negotiated indirect cost:        | N/A |   |     |
| (Fixed) administrative fee:      | N/A |   |     |
| Software/materials:              | N/A |   |     |
| Equipment:                       | N/A |   |     |
| Services:                        | N/A |   |     |
| Staff Training:                  | N/A |   |     |
| FTE:                             | N/A |   |     |
| Other:                           | N/A |   |     |

**College Goals and Institutional Initiatives Addressed:**

College Goal: II. Maintain the “open door” by providing opportunities for under-prepared students to achieve college entry-level skills through college preparatory programs and services.

Institutional Initiative(s): 3. Increase the percentage of recent minority high school graduates attending college.

**SPC 7/24 Initiative Addressed:**

Focus: 2. Increased Public Accountability

Observable Project: Community Partnerships

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Florida Department of Education, Office of Domestic Security— Emergency Notification Technology for Public Universities and Colleges Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Education (FLDOE), Office of Domestic Security by St. Petersburg College for the Emergency Notification Technology for Public Universities and Colleges program continuation funds.** The purpose of the program is to purchase and distribute portable dual band radio devices that communicate institutionally and also with local police and emergency personnel to improve communication and response timeliness to incident reports. **Permission is also sought to accept funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

SPC has received funding to support various phases of its Emergency Notification Plan since 2008. The Emergency Notification Technology project was originally awarded in 2010 through the FLDOE's State Homeland Security Grant. As an amendment to this project, carry-over funds are available to be spent prior to June 30, 2013.

SPC has complied with federal mandates by the National Incident Management System (NIMS) by establishing both a College Emergency Response Committee and campus emergency response teams. The radios will be assigned to site security supervisors to enhance information flow, allowing for more efficient and effective response from the campus response teams and first responders simultaneously.

The estimated period of performance will be from June 1, 2013 through June 30, 2013. The total project budget is projected to be \$64,500 over the project period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; and Daniel Barto, Director of Collegewide Security Services, recommend approval.

Attachment

js0510132

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** May 21, 2013

**Funding Agency or Organization:** Florida Department of Education, Office of Domestic Security

**Name of Competition/Project:** Emergency Notification Technology for Public Universities and Colleges Program

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 6/1/13 **End:** 6/30/13

**Cabinet Member:** Doug Duncan

**Manager:** Dan Barto

**Focus of Proposal:**

SPC has complied with federal mandates by the National Incident Management System (NIMS) by establishing both a College Emergency Response Committee and campus emergency response teams. Through the Emergency Notification Technology for Public Universities and Colleges program, SPC will be able to purchase and distribute portable dual band radio devices. The APX 7000 radios are fully compliant with P25 operations and can be programmed by the vendor with frequencies approved by local police and emergency personnel. Once programmed and assigned, the radios will be maintained by SPC Collegewide Security. The radios will be assigned to site security supervisors to enhance information flow, allowing for more efficient and effective response from the campus response teams and first responders simultaneously.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

|                               |                  |
|-------------------------------|------------------|
| Equipment – External Speakers | <u>\$ 64,500</u> |
| Total Request                 | \$ 64,500        |

**Funding:**

|   |           |
|---|-----------|
| Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) | \$ 64,500 |
| Total amount from funder:   | \$ 64,500 |

|                                  |          |       |
|----------------------------------|----------|-------|
| Amount/value of match:           | Cash:    | N/A   |
|                                  | In-kind: | N/A   |
| Required match or cost sharing:  | No       | X Yes |
| Voluntary match or cost sharing: | No       | X Yes |
| Source of match/cost sharing:    | N/A      |       |
| Negotiated indirect cost:        | N/A      |       |
| (Fixed) administrative fee:      | N/A      |       |
| Software/materials:              | N/A      |       |
| Equipment:                       | N/A      |       |
| Services:                        | N/A      |       |
| Staff Training:                  | N/A      |       |
| FTE:                             | N/A      |       |
| Other:                           | N/A      |       |

**College Goals and Institutional Initiatives Addressed:**

|               |   |
|---------------|---|
| College Goal: | VIII. Build/acquire and maintain a high-quality infrastructure, including technology, facilities, and equipment, to meet student and community needs; |
|---------------|---|

|                              |  |
|------------------------------|--|
| Institutional Initiative(s): | 6. Refine the College's Emergency Preparedness Plan and conduct tabletop exercises and drills for continued enhancement. |
|------------------------------|--|

**SPC 7/24 Initiative Addressed:**

|        |                            |
|--------|----------------------------|
| Focus: | 5. Technology Enhancements |
|--------|----------------------------|

|                     |   |
|---------------------|---|
| Observable Project: | Ongoing upgrades to college technology infrastructure |
|---------------------|---|

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Amendment #4 to the Lease Agreement between St. Petersburg College and St. Petersburg Pier Aquarium, Inc., for a Lease of Office Space at the Downtown Center for an additional 6 months

**Authorization is requested to execute Amendment #4, which extends the lease agreement between St. Petersburg College and St. Petersburg Pier Aquarium, Inc., for an additional 6 months.**

On December 17, 2008, the Board approved the original lease agreement between St. Petersburg College and the St. Petersburg Pier Aquarium, Inc. The St. Petersburg Pier Aquarium has expressed an interest in renewing the lease agreement for six months. The lease rate will remain at \$10.00 per square foot per year for a total annual lease amount of \$4,500, making the value of the six-month contract \$2,250.00 (450 square feet x \$10.00 per square foot) and shall run from July 1, 2013 through December 31, 2013. All other terms and conditions of the original Agreement shall remain the same.

The lease agreement amendment is being provided to the Board as required by Florida Statutes, Chapter 1013.15 Lease, rental, and lease-purchase of educational facilities and sites, Section (1):

Prior to entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; Kevin Gordon, Provost, Downtown Center, recommend approval.

Attachment

tc0501131

**FOURTH AMENDMENT TO  
LEASE AGREEMENT  
ST. PETERSBURG COLLEGE AND  
PIER AQUARIUM, INC.**

**THIS FOURTH AMENDMENT** is entered into by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and Pier Aquarium, Inc., a Florida non-profit corporation, whose mailing address is 800 Second Avenue Northeast Suite 2001, St. Petersburg, FL, 33701-3503 (hereinafter, the “Aquarium”).

WITNESSETH:

**WHEREAS**, the College and the Aquarium did enter into that certain Lease Agreement dated December 17, 2008 whereby the College leased to the Aquarium a portion of the College’s premises located at the College’s Downtown Center, 244 2<sup>nd</sup> Ave N., St. Petersburg, Florida, 33701 (the “Agreement”); as amended by that certain First Amendment executed by the College on December 15, 2009; as amended by that certain Second Amendment executed by the College on December 17, 2010; as amended by that certain Third Amendment executed by the College on December 8, 2011 (collectively hereinafter “the Agreement”); and

**WHEREAS**, unless otherwise specifically stated in this Fourth Amendment to the contrary, the terms and definitions used herein shall have the same meaning as set forth in the Agreement; and

**WHEREAS**, the Lease Term is set to expire on June 30, 2013; and

**WHEREAS**, the College and Aquarium desire to extend the Agreement for an additional six (6) month term beginning on July 1, 2013 and continuing through and until December 31, 2013 on such terms and conditions as are set forth in the Agreement; and

**NOW, THEREFORE**, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Term of the Agreement shall be renewed for a period of six (6) months beginning on July 1, 2013 and continuing through and until December 31, 2013. The Base Rent for this renewal term shall remain the same as the Base Rent for the initial term at \$10.00 per square foot. Payment shall continue to be made in quarterly installments with the first installment payment shall be due on July 1, 2013 for the period of July 1, 2013 through September 30, 2013.

3. Payment will be due and payable as follows:

| Quarter                       | Payment Due     | Amount     |
|-------------------------------|-----------------|------------|
| July 1 – September 30, 2013   | July 1, 2013    | \$1,125.00 |
| October 1 – December 31, 2013 | October 1, 2013 | \$1,125.00 |

All other terms and conditions of the Agreement shall remain in full force and effect except as specifically modified herein. If any of the provisions of this Fourth Amendment conflict with any terms of the Agreement, the provisions of the Fourth Amendment shall govern and control.

**IN WITNESS WHEREOF** the parties set their hands and seals on the dates set forth below.

**COLLEGE:**

Board of Trustees of St. Petersburg College

Witnesses as to the College:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**AQUARIUM:**

Pier Aquarium, Inc.

Witnesses as to the Aquarium:

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Amendments to the Agreements between St. Petersburg College and National University of Health Sciences (NUHS) for Lease of Space at the Health Education Center for an additional 12 months

**Authorization is requested to extend the three lease agreements between St. Petersburg College and National University of Health Sciences (NUHS) for an additional term of twelve (12) months as follows:**

- Lease space for a portion of the first floor of the Bankers Insurance Group Orthotics and Prosthetics Building (O&P Building) to include the base rent in the amount of 1.00 per year; the operating fee for the Exclusive Use Space of \$7.29 per square foot or \$6,867.18 per year (942 sq. ft. X \$7.29); the operating fee for the Joint Use Space of \$3.65 per square foot or \$1,576.80 per year (432 sq. ft. X \$3.65); and the fees for O&P Room 122 of \$4,769.12 (727 sq. ft. X \$6.56 (90% of \$7.29)). The total annual lease amount is \$13,214.10.
- Lease space in an existing portable at the Health Education Center to include the base rent in the amount of \$1.00 per year; and the operating fee for Exclusive Use Space of \$7.29 per square foot or \$17,496.00 per year (2,400 sq. ft. X \$7.29). The total annual lease amount is \$17,497.00.
- Lease of Space at the Health Education Center Annex (Building 67, Site 8) to include the base rent in the amount of 1.00 per year; the operating fee for Exclusive Use Space of \$7.29 per square foot or \$52,765.02 per year (7,238 sq. ft. X \$7.29); and the operating fee for the Joint Use Space of \$3.65 per square foot or \$2,748.45 per year (753 sq. ft. X \$3.65). The total annual lease amount is \$55,514.47.

These operational fee values match the operation costs for new facilities issued by the State for fiscal year 2013-2014. The lease period will be from July 1, 2013 through June 30, 2014. The other terms and conditions of the original agreements will remain the same.

The lease agreement amendments are being provided to the Board as required by Florida Statutes, Chapter 1013.15 Lease, rental, and lease-purchase of educational facilities and sites, Section (1):

Prior to entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; Phil Nicotera, Provost, Health Education Center; and Catherine Kennedy, Associate Vice President, University Partnership Center, recommend approval.

Attachments

tc0510131

**SECOND AMENDMENT  
TO LEASE AGREEMENT  
NATIONAL UNIVERSITY OF HEALTH SCIENCES  
AND  
ST. PETERSBURG COLLEGE**

**THIS FIRST AMENDMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and the National University of Health Sciences, an Illinois non-profit corporation, whose principal address is 200 E Roosevelt Road, Lombard, IL, 60148 (hereinafter, the “NUHS”).

WITNESSETH:

**WHEREAS**, the College and NUHS did enter into that certain Lease Agreement dated November 11, 2009 whereby the College leased to NUHS two portable structures located at the HEC Campus; and that First Amendment dated December 8, 2011, hereinafter collectively referred to as the “Agreement”; and

**WHEREAS**, unless otherwise specifically stated in this Second Amendment to the contrary, the terms and definitions used herein shall have the same meaning as set forth in the Agreement; and

**WHEREAS**, the Term is set to expire on June 30, 2013; and

**WHEREAS**, the parties desire to extend the Agreement for an additional twelve (12) month term on such terms and conditions as are set forth in the Agreement, except as specifically modified herein; and

**WHEREAS**, the parties desire to increase the Operating Fee to conform with the operational costs set forth by the State; and

**NOW, THEREFORE**, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Term of the Agreement is hereby extended for a twelve (12) month term commencing on July 1, 2013 and continuing through and until June 30, 2014.
3. The Operating Fee for the Exclusive Use space will be \$7.29 per square foot multiplied by 2,400 square feet. The Base Rent will continue to be \$1.00 per

year. The total amount of the Operating Fee and the Base Rent for the term of the Lease Agreement is \$17,497.00. Payments shall be due as follows:

|                 |             |  |
|-----------------|-------------|--|
| July 1, 2013    | \$4,374.25  | Regular Quarterly Lease Payment, 07/01/2012 – 09/30/2012 |
| October 1, 2012 | \$4,374.25  | Regular Quarterly Lease Payment, 10/01/2012 – 12/31/2012 |
| January 1, 2013 | \$4,374.25  | Regular Quarterly Lease Payment, 01/01/2013 – 03/31/2013 |
| April 1, 2013   | \$4,374.25  | Regular Quarterly Lease Payment, 04/01/2013 – 06/30/2013 |
| Total           | \$17,497.00 |  |

4. All other terms and conditions of the Agreement shall remain in full force and effect except as specifically modified herein. If any of the provisions of this Second Amendment conflict with any terms of the Agreement, the provisions of the Second Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the dates indicated below.

**COLLEGE:**

Board of Trustees of St. Petersburg College

Witnesses as to the College:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**NUHS:**

National University of Health Sciences

Witnesses as to the NUHS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**FIFTH AMENDMENT  
TO LEASE AGREEMENT  
NATIONAL UNIVERSITY OF HEALTH SCIENCES  
AND  
ST. PETERSBURG COLLEGE**

THIS FIFTH AMENDMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and the National University of Health Sciences, an Illinois non-profit corporation, whose principal address is 200 E Roosevelt Road, Lombard, IL, 60148 (hereinafter, the “NUHS”).

WITNESSETH:

**WHEREAS**, the College and NUHS did enter into that certain Lease Agreement dated April 28, 2009, whereby the College leased to NUHS a portion of the College’s property located at 7200 66<sup>th</sup> St. N, Pinellas Park, FL, 33781, in the O & P Building; that First Amendment dated May 17, 2010; that Second Amendment dated June 28, 2010; that Third Amendment dated April 19, 2011; and that Fourth Amendment dated May 11, 2012, hereinafter collectively referred to as the “Agreement”; and

**WHEREAS**, unless otherwise specifically stated in this Fifth Amendment to the contrary, the terms and definitions used herein shall have the same meaning as set forth in the Agreement; and

**WHEREAS**, the Term is set to expire on June 30, 2013; and

**WHEREAS**, the parties desire to extend the Agreement for an additional twelve (12) month term on such terms and conditions as are set forth in the Agreement, except as specifically modified herein; and

**WHEREAS**, operational costs as set forth by the State of Florida have decreased for the fiscal year 2013-2014; and

**WHEREAS**, the parties desire to decrease the Operational Fees to conform with the operational costs set forth by the State; and

**NOW, THEREFORE**, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Term of the Agreement is hereby extended for a twelve (12) month term commencing on July 1, 2013 and continuing through and until June 30, 2014.

3. The Operating Fee for the Exclusive Use Space will be \$7.29 a square foot or \$6,867.18 a year (942 sq. ft. X \$7.29). The Operating Fee for the Concurrent Use Space shall be \$3.65 a square foot or \$1,576.80 a year (432 sq. ft. X \$3.65). The Operating Fee for Room OP 122 shall be \$6.56 a square foot or \$4,769.12 (727 sq. ft. X \$6.56), plus \$1.00 annual base rent. Payments shall be due and payable as follows:

|                 |             |  |
|-----------------|-------------|--|
| July 1, 2012    | \$3,303.52  | Regular Quarterly Lease Payment, 07/01/2012 – 09/30/2012 |
| October 1, 2012 | \$3,303.52  | Regular Quarterly Lease Payment, 10/01/2012 – 12/31/2012 |
| January 1, 2013 | \$3,303.52  | Regular Quarterly Lease Payment, 01/01/2013 – 03/31/2013 |
| April 1, 2013   | \$3,303.54  | Regular Quarterly Lease Payment, 04/01/2013 – 06/30/2013 |
| Total           | \$13,214.10 |  |

4. All other terms and conditions of the Agreement shall remain in full force and effect except as specifically modified herein. If any of the provisions of this Fifth Amendment conflict with any terms of the Agreement, the provisions of the Fifth Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the dates indicated below.

**COLLEGE:**

Board of Trustees of St. Petersburg College

Witnesses as to the College:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**NUHS:**

National University of Health Sciences

Witnesses as to the NUHS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**SECOND AMENDMENT  
TO LEASE AGREEMENT  
NATIONAL UNIVERSITY OF HEALTH SCIENCES  
AND  
ST. PETERSBURG COLLEGE**

THIS SECOND AMENDMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and the National University of Health Sciences, an Illinois non-profit corporation, whose principal address is 200 E Roosevelt Road, Lombard, IL, 60148 (hereinafter, the “NUHS”).

WITNESSETH:

**WHEREAS**, the College and NUHS did enter into that certain Lease Agreement dated June 8, 2011, whereby the College leased to NUHS a portion of the first floor of the Health Education Center Annex Building at 6698 68<sup>th</sup> Avenue North, Pinellas Park, which is located near the Health Education Center; and that First Amendment dated May 11, 2012, hereinafter collectively referred to as the “Agreement.”

**WHEREAS**, unless otherwise specifically stated in this Second Amendment to the contrary, the terms and definitions used herein shall have the same meaning as set forth in the Agreement; and

**WHEREAS**, the Term is set to expire on June 30, 2013; and

**WHEREAS**, the parties desire to extend the Agreement for an approximate twelve (12) month term on such terms and conditions as are set forth in the Agreement, except as specifically modified herein; and

**WHEREAS**, operational costs as set forth by the State of Florida have decreased for the fiscal year 2013-2014; and

**WHEREAS**, the parties desire to decrease the Operational Fees to conform with the operational costs set forth by the State; and

**NOW, THEREFORE**, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Term of the Agreement is hereby extended for a twelve (12) month term commencing on July 1, 2013 and continuing through and until June 30, 2014.

3. The Operating Fee for the Exclusive Use Space will be \$7.29 a square foot or \$52,765.02 a year (7,238 sq. ft. X \$7.29). The Operating Fee for the Concurrent Use Space shall be \$3.65 a square foot or \$2,748.45 a year (753 sq. ft. X \$3.65), plus \$1.00 annual base rent. Payments shall be due and payable as follows:

|                 |             |  |
|-----------------|-------------|--|
| July 1, 2012    | \$13,878.61 | Regular Quarterly Lease Payment, 07/01/2012 – 09/30/2012 |
| October 1, 2012 | \$13,878.61 | Regular Quarterly Lease Payment, 10/01/2012 – 12/31/2012 |
| January 1, 2013 | \$13,878.61 | Regular Quarterly Lease Payment, 01/01/2013 – 03/31/2013 |
| April 1, 2013   | \$13,878.64 | Regular Quarterly Lease Payment, 04/01/2013 – 06/30/2013 |
| Total           | \$55,514.47 |  |

4. All other terms and conditions of the Agreement shall remain in full force and effect except as specifically modified herein. If any of the provisions of this Second Amendment conflict with any terms of the Agreement, the provisions of the Second Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the dates indicated below.

**COLLEGE:**

Board of Trustees of St. Petersburg College

Witnesses as to the College:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**NUHS:**

National University of Health Sciences

Witnesses as to the NUHS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Amendment #4 to the Lease Agreement between St. Petersburg College and St. Petersburg Downtown Partnership, Inc., for a Lease of Office Space at the Downtown Center for an additional 24 months

**Authorization is requested to execute Amendment #4, which extends the lease agreement between St. Petersburg College and St. Petersburg Downtown Partnership, Inc., for an additional 24 month term.**

On December 17, 2008, the Board approved the original lease agreement between St. Petersburg College and the St. Petersburg Downtown Partnership, Inc. The St. Petersburg Downtown Partnership has expressed an interest in renewing the lease agreement for two years. The lease rate will remain at \$10.70 per square foot inclusive of taxes for a total annual lease amount of \$5,243.00 (490 square feet x \$10.70 per square foot). Total cost over the two year agreement will be \$10,486.00 and shall run from July 1, 2013 through June 30, 2015. All other terms and conditions of the Agreement shall remain the same.

The lease agreement amendment is being provided to the Board as required by Florida Statutes, Chapter 1013.15 Lease, rental, and lease-purchase of educational facilities and sites, Section (1):  
Prior to entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; Kevin Gordon, Provost, Downtown Center, recommend approval.

Attachment

tc0501131

**FOURTH AMENDMENT TO  
LEASE AGREEMENT  
ST. PETERSBURG COLLEGE AND  
ST. PETERSBURG DOWNTOWN PARTNERSHIP, INC.**

**THIS FOURTH AMENDMENT** is entered by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and St. Petersburg Downtown Partnership, Inc., a Florida non-profit corporation, whose mailing address is 100 Second Avenue North, Suite 130, St. Petersburg, FL, 33701 (hereinafter, the “Downtown Partnership”).

WITNESSETH:

**WHEREAS**, the College and the Downtown Partnership did enter into that certain Lease Agreement dated December 17, 2008 whereby the College leased to the Downtown Partnership a portion of the College’s premises located at the College’s Downtown Center, 244 2<sup>nd</sup> Ave N., St. Petersburg, Florida, 33701; as amended by that First Amendment executed by the College on or about December 15, 2009; as amended by that Second Amendment executed by the College on December 17, 2010; and as amended by that Third Amendment executed by the College on or about December 8, 2011 (collectively hereinafter known as “ the Agreement”); and

**WHEREAS**, unless otherwise specifically stated in this Fourth Amendment to the contrary, the terms and definitions used herein shall have the same meaning as set forth in the Agreement; and

**WHEREAS**, the Lease Term is set to expire on June 30, 2013; and

**WHEREAS**, the parties desire to extend the Agreement for an additional twenty-four (24) month term beginning on July 1, 2013 and continuing through and until June 30, 2015 on such terms and conditions as are set forth in the Agreement and as modified herein.

**NOW, THEREFORE**, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Term of the Agreement shall be renewed for a period of twenty-four (24) months beginning on July 1, 2013 and continuing through and until June 30, 2015. The Base Rent for this renewal term shall be \$10.70 per square foot inclusive of taxes for a total lease amount of \$10,486.00. Payments shall continue to be made in quarterly installments with payments due on July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup>.

All other terms and conditions of the Agreement shall remain in full force and effect except as specifically modified herein. If any of the provisions of this Fourth Amendment conflict with any terms of the Agreement, the provisions of the Fourth Amendment shall govern and control.

**IN WITNESS WHEREUNTO** the parties set their hands and seals on the dates set forth below.

Witnesses as to the College: Board of Trustees of St. Petersburg College  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses as to the Downtown Partnership: St. Petersburg Downtown Partnership, Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Agreement between St. Petersburg College and JAQOB Inc. (Nature's Table, Inc.) for a Lease of space at the Epi Center for a term of 5 years

**Approval is sought to enter into a Lease Agreement with JAQOB, Inc. whereby Nature's Table will occupy the current "Wave Café" space (1002 square feet) at the Epi Center Building.**

St. Petersburg College and Nature's Table, Inc. have agreed to the following terms and conditions for a lease of the space at the Epi Center in order to provide much needed food service to the College offices in the building and the Epi Center Partners/Tenants including various entities of Pinellas County government and Work Net Pinellas. This lease includes 1002 square feet of exclusive use space and shall be leased by the tenant for the preparation and serving of food.

The Summary of the terms is set forth below:

- Terms of the lease shall be five (5) years at \$1.00 per year rental rate and shall start on June 4, 2013.
- College shall be responsible for maintenance, repair and replacement of the structure of the building and kitchen equipment. College shall also be responsible for utilities, including water, electric, pest control and external trash removal.
- Tenant shall be responsible for cleaning and orderly appearance of exclusive use space and shared seating space.
- Tenant shall provide adequate insurance coverage and comply with all health department standards and applicable laws.
- Tenant shall provide point of sale cashiering system, internet and telephone services.

The lease agreement is being provided to the Board as required by Florida Statutes, Chapter 1013.15 Lease, rental and lease-purchase of educational facilities and sites, Section (1): Prior to entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology: and Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services: Theresa Furnas, Associate Vice President Financial and Business Services recommend approval.

Attachment

ps0507131

LEASE  
BETWEEN  
JAQOB, INC.  
AS TENANT  
AND  
ST. PETERSBURG COLLEGE  
AS LANDLORD

Initials:

\_\_\_\_\_

## COMMERCIAL (FOOD SERVICE) LEASE

**THIS LEASE** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between, the Board of Trustees of St. Petersburg College, a political subdivision of the state of Florida, herein designated "Landlord", and JAQOB, Inc., a Florida for profit corporation, herein designated "Tenant". Landlord does hereby lease and deliver to Tenant, and Tenant does hereby lease, hire, and accept from Landlord, that certain retail space located at St. Petersburg College's EpiCenter, 13805 58<sup>th</sup> Street North, Clearwater, Florida (the "Building"), as further described herein below:

1. **PREMISES:** Tenant shall lease 1002 square feet of space for exclusive use with all fixtures and improvements associated therewith and as defined on Exhibit A of this Lease, hereafter referred to as the "Premises". The Premises shall be leased for exclusive use by Tenant for restaurant cooking and counter service.

2. **TERM:**

A. The Term of this Lease (herein called "Lease Term") shall be for a period of five (5) years, and shall commence on June 4, 2013 (the "Commencement Date"), and shall terminate five years after the Commencement Date, unless extended as hereinafter provided. If Tenant is in good financial standing with Landlord, this Lease will renew for another five year term unless a written notice of nonrenewal is given to Landlord by Tenant, not less than ninety (90) days before the end of the term. Notwithstanding the above, either party may terminate this Lease, with or without cause, upon ninety (90) days prior written notice to the non-terminating party.

B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").

C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date or install in the Premises the improvements to be constructed or installed by Landlord according to the Workletter attached hereto at Exhibit "B." Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease and the Workletter. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will be subject to Landlord Delays as defined in the Workletter.

3. **RENT:** The annual rent shall be \$1.00, and is initially due on the Commencement Date, and on the anniversary date of the Commencement in each subsequent year of the Lease Term.

4. **TAXES AND INSURANCE:** Landlord will cover any costs for real estate taxes, if imposed. Tenant shall at all times carry and maintain such required insurance as provided in Section 13, herein.

5. **LANDLORD'S SERVICES:**

A. Landlord will maintain, repair and restore the structure of the Building including the roof, and any mechanical plumbing problem not related to Tenant's use. The Landlord shall further be

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responsible for all repairs and replacement of Landlord owned equipment. Tenant shall immediately notify the Landlord in the event of any mechanical problems or repairs that need to be made to Landlord owned equipment. Tenant shall indemnify the Landlord and hold it harmless from any and all liabilities, claims or damages to persons, property for the negligent operation the Landlord equipment.

**B.** Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damages, or otherwise, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or property during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Paragraph 5, nor will such discontinuance in any way be construed as an eviction of Tenant or operate to release Tenant from any of Tenant's obligations under this Lease.

**6. PERMITTED USE:** Tenant shall use and occupy the Premises only for and related uses as a restaurant, and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Landlord. Tenant's use of the Premises shall not violate any ordinance, law or regulation of any governmental body or the rules and regulations of Landlord or cause an unreasonable amount of use of any of the services provided in the Building as determined in the sole discretion of Landlord. Tenant agrees to conduct its business in the manner and according to the generally accepted business principles of the business or profession in which Tenant is engaged. No use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of policies covering said property. Only Tenant shall actually occupy and use the Premises. Tenant shall not prepare and/or store food on the Premises that is intended to be used or served at another restaurant or at an offsite event unless specifically requested in writing by Landlord. Tenant shall not access or use St. Petersburg College's network systems. Tenant is responsible for providing its own internet service, telephone service, telephone equipment, cashiering equipment and computers, as necessary. Tenant is also responsible for maintaining and managing its network and Pay Card Industry compliance. Tenant reserves the right to sell Coca-Cola products within the Building and agrees to keep prices on all products competitive for comparable food within a three (3) mile radius of the Building.

**7. RIGHT OF FIRST REFUSAL FOR CATERING SERVICES:** During the Term of this Lease, Tenant shall have the right of first refusal for catering services for meetings taking place within the

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Building; provided, however, that such right is limited to meetings organized by St. Petersburg College only and does not extend to events organized by other persons or parties, including other tenants leasing space within the Building.

**8. TENANT'S CARE OF PREMISES:**

**A.** Tenant will take good care of the Premises and shared seating space and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof. Tenant shall maintain the Premises in a clean, neat, and orderly condition to current health department standards and shall empty their trash as needed. Tenant shall be responsible for cleaning of the floor located in the Premises as well as the cleaning of spills and food debris in the shared seating space, daily tabletop cleaning services, and shared space trash removal to the designated Landlord provided dumpsters. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by Tenant moving in or out of the Premises. Any repairs not promptly made by Tenant may be made by Landlord, and the cost of such repairs shall be immediately due and payable by Tenant to Landlord. Landlord will be responsible for paying utility costs including electric, water, pest control, telephone (for audio use only), and external trash removal.

**B.** Tenant will not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the Premises, except for the inclusion or placement of decorative items, moveable furniture and kitchen equipment, and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building.

**C.** Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building. Further, Tenant shall not compete with the vending company contracted by St. Petersburg College.

**D.** Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

**E.** The Tenant agrees to comply with all applicable federal, state and local laws and the rules and procedures of St. Petersburg College including, but not limited to, any applicable health or safety code requirements or regulations. Tenant shall be responsible for, and indemnify the Landlord for, any and all licensing and inspection fees required to operate the food and catering services, including, but not limited to, those required by the Florida Department of Business and Professional Regulation.

**9. MECHANIC'S LIENS:** Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, material man or vendor to or for the performance of any labor or services or the furnishings of any materials or other property for the construction, alteration addition, repair or demolition of or to the Leased Property or any part thereof or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title,

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interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property or any portion thereof. Tenant shall strictly comply with the Mechanics' Lien Law of the State of Florida as set forth in F.S. 713. This section shall survive the termination of the Lease.

**10. LANDLORD'S RIGHTS:** Landlord shall have the following rights exercisable without notice to Tenant (except as expressly provided otherwise) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises, or giving rise to any claim for offset or abatement of rent:

**A. Access Changes.** To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premises.

**B. Business Hours.** To close the Building after normal business hours except that Tenant and its employees and invitees shall be entitled to admission, under such regulations as Landlord prescribes for security purposes. Hours of operation shall be 7:30 am to 3:30 pm, Monday through Friday. Any changing of hours will be negotiated with and approved in writing by Landlord ahead of time. Tenant can be open additional hours if warranted. In the event that the days and hours of operation are requested to be changed by the Tenant, such request must be submitted in writing to Landlord for approval which approval shall not be unreasonably withheld. If the approved hours are those when campus security officers are not on duty security shall be at Tenant's own risk.

**C. Access.** To take any and all reasonable measures, including inspections and repairs to the Premises or to the Building, as may be necessary or desirable for the operation or protection of the Building. Tenant shall allow Landlord access to the Premises for such purposes at reasonable times.

**D. Keys.** To maintain at all times master keys or pass keys to the Premises. As may be determined necessary, Landlord will be responsible to change the locks.

**E. Structural Elements.** To install and maintain pipes, ducts, conduits, wires, and other structural elements located in the Premises which serve other parts or other tenants of the Building.

**11. ENTRY BY LANDLORD:** Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency or at reasonable hours after giving twenty four (24) hours advance written notice to:

- (1) Inspect the Premises;
- (2) Exhibit the Premises to prospective purchasers, lenders, or tenants;
- (3) Determine whether Tenant is complying with all its obligations in this Lease;
- (4) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;
- (5) Post written notices of non-responsibility or similar notices; or

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- (6) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Tenant, by this Paragraph 11, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or Quiet Enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Paragraph 11. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Paragraph 11 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages.

**12. INDEMNIFICATION OF LANDLORD:** Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or acts of Landlord, its employees, or agents, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from:

- (1) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (2) any activity, work, or thing done or permitted by Tenant in or about the Premises, the Building, or the property;
- (3) any breach by Tenant or its employees, agents, contractors, or invitees of this Lease; and
- (4) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
- (5) any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees,

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subtenant (if any), or agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not be diminished or withheld by reason or account of any such loss or damage.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel determined by Landlord.

Tenant, as a material part of the consideration to Landlord for this Lease, by this Paragraph 12 waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

### **13. INSURANCE:**

**A.** At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, with an insurance company that has an A.M. Best rating A VII or better, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(1) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Paragraph 12 of this lease;

(2) Property insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Premises, and any leasehold improvements to the Premises in excess of the allowance, if any, provided pursuant to the workletter in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

(3) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State in which the Building is located, including employer's liability insurance in the limits required by the laws of the State in which the Building is located; and

(4) If Tenant operates owned, hired, or nonowned vehicles on St. Petersburg College property, comprehensive automobile liability at a limit of liability not less than \$100,000 combined bodily injury and property damage.

The insurance coverages and amounts in this Paragraph 13(A) will be reasonably determined by Landlord.

**B.** Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least ten (10) days

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prior to the expiration of the Term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to Landlord. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

C. Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Paragraph 13 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

D. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Paragraph 13 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

**14. REQUIREMENTS OF LAW; PROPERTY INSURANCE/HAZARDOUS MATERIALS:**

A. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, including without limitation requirements of the Americans with Disabilities Act, with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.

B. For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

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(1) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or the property by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the property to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws.

(2) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Paragraph 14. Tenant's obligations under this Paragraph 14 will survive the expiration or other termination of this Lease.

C. Tenant will not do or permit to be done any act or thing upon the Premises or the property which would (a) jeopardize or be in conflict with property insurance policies covering the property and fixtures located thereon; (b) increase the rate of property insurance to an amount higher than it otherwise would be for general office use of the property; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

15. **CONDEMNATION:** If the Premises or any portion thereof shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such taking.

16. **DESTRUCTION OF PREMISES:** In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which declaration requires repair to either the Premises or the Building, Landlord shall make the repairs, provided that the damage is such, in Landlord's sole reasonable judgment, that under normal working conditions, repairs could be made within ninety (90) days, but partial destruction (including any destruction necessary in order to make repairs required by any declaration) shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made; and such work or repair shall be commenced promptly after the nature of the damage and degree of repair required is determined, any necessary permits from governmental authorities are obtained, and if appropriate, insurance adjustments completed. The proportionate reduction is to be based upon the extent to which the making of repairs shall interfere with the business carried on by Tenant in the Premises. If the damage be such, in nature or extent, that repairs could not be made within ninety (90) days as aforesaid, either party may terminate this Lease by giving written notice to the other party and if neither party elects to terminate then Landlord shall proceed nonetheless to make same, this Lease continuing in full force and effect and the rent to be proportionately abated, as in this Paragraph provided. Any repairs undertaken by Landlord in accordance with the foregoing shall be substantially completed as soon as practicable. A total destruction (including any destruction required by any authorized public authority) of either the Premises or the Building shall terminate this Lease.

17. **EVENTS OF DEFAULT:** The following events are referred to, collectively, as "events of default" or, individually, as an "event of default":

A. Tenant vacates or abandons the Premises;

B. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits

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the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

**C.** Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

**D.** Tenant fails to take possession of the Premises on the Commencement Date of the Term;  
or

**E.** Tenant breaches any of the other agreements, terms, covenants, conditions, or rules and regulations that this Lease requires Tenant to perform, and such breach continues for a period of fifteen (15) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such fifteen (15) day period, if Tenant fails to diligently commence to cure such breach within fifteen (15) days after written notice from Landlord and to complete such cure within fifteen (15) days thereafter.

**18. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT:**

**A.** If Tenant shall be in default in performing any of the terms or provisions of this Lease, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord then Landlord has the right, at its election:

(1) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the Term fixed in such notice were the end of the Term;

(2) Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(3) Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the highest legal rate allowed by law, provided that Landlord will have no obligation to cure any such event of default of Tenant.

(4) Should Landlord elect to reenter as provided in subsection (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Landlord reserves the

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right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

**B.** In the event that Landlord does not elect to terminate this Lease as permitted in this Leases, but on the contrary elects to take possession, Tenant will pay to Landlord all repossession costs, attorneys' fees, and expenses of preparation for such reletting.

**C.** All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

**22. LANDLORD'S DEFAULT:** Landlord shall in no event be in default in the performance of any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice from Tenant of such default, or such additional time as is reasonably required to correct any such default, which notice must specify wherein Landlord has failed to perform any such obligations.

**23. CONDITION UPON SURRENDER OF PREMISES:** At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

**24. MISCELLANEOUS:**

**A. ATTORNEY'S FEES:** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees, and including appellate and bankruptcy proceedings.

**B. PUBLIC RECORDS:** This lease is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. In the event Tenant refuses to allow public access to all documents, papers, letters and other materials made and received by Landlord in conjunction with this lease, Landlord may unilaterally terminate this lease without further liability.

**C. DISCRIMINATION:** Neither Landlord nor Tenant shall discriminate in their employment practices or in the treatment of students on the basis of race, color, ethnicity, national origin, religion, age, sex, marital status, sexual preference, gender identity, genetic information, or against any qualified individual with a disability. Landlord and Tenant recognize that sexual harassment constitutes discrimination on the basis of sex.

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**D. NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, certified mail return receipt requested, postage prepaid, to Tenant or Landlord at the address shown below, or at such other places as may be designated by the parties from time to time. Notices shall be deemed delivered three (3) days following deposit of same with the United States Postal Service if sent as hereinabove specified

Landlord: St. Petersburg College  
General Counsel's Office, District Office  
P.O. Box 13489.  
St. Petersburg, FL 33733

Tenant: JAQOB, Inc.  
4561 Abacos Place  
Bradenton, Florida 34203

**E. HOLDING OVER:** Tenant will have no right to remain in possession of all or any part of the Premises after the expiration or earlier termination of the Term.

**F. TIME:** Time is of the essence of this Lease.

**G. HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

**H. RULES AND REGULATIONS:** Tenant shall abide by the rules and regulations (attached hereto as Exhibit "C") or as may be promulgated by Landlord from time to time provided by future rules and regulations do not hinder Tenant's use of the Premises. Violation of such rules and regulations, after notice and reasonable opportunity to cease or cure, shall constitute a breach of this Lease.

**I. WAIVER OF JURY TRIAL:** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, ON OR IN RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGES.

**J. FORCE MAJEURE:** Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond its control, which shall include, but shall not be limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within its reasonable control.

**K. RELATIONSHIP OF PARTIES:** The parties are only landlord and tenant and are not partners or in any other business relationship.

**O. COMPLIANCE:** Landlord and Tenant shall comply with any and all requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force,

Initials:

or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances, and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. In addition, Tenant shall provide a fully charged fire extinguisher in Premises.

**L. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord whose consent shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease.

**M. FLORIDA CONTRACT:** This Lease has been made under and shall be construed and interpreted under and in accordance with the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Pinellas County, Florida or in the U.S. District Court for the Middle District of Florida, Tampa Division.

**N. EXHIBITS:** All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.

**O. LEASE NOT TO BE RECORDED:** Either party's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

**P. CORPORATE WARRANTIES BY TENANT:** If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:

A. Tenant is a valid and existing corporation;

B. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;

C. All franchise and other corporate taxes have been paid to the date of the Lease;

D. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;

E. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.

**Q. INTERPRETATION OF LEASE PROVISIONS:** The Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of the Lease shall be construed as though all parties hereto participated equally in the drafting of the Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable.

**R. NO WAIVER:** No waiver of any covenant or condition or the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition.

**S. RADON GAS:** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

Initials:

exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is given pursuant to 404.056(8) Florida Statutes.

**T. JOINT AND SEVERAL LIABILITY:** If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for performance according to this Lease.

**U. SEVERABILITY:** If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**V. ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED:** This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the day and year first above written

Signed, sealed and delivered  
in the presence of (two witnesses):

Landlord: Board of Trustees,  
St. Petersburg College

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME

Its: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Signed, sealed and delivered  
in the presence of (two witnesses):

Tenant: JAQOB, Inc.

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME

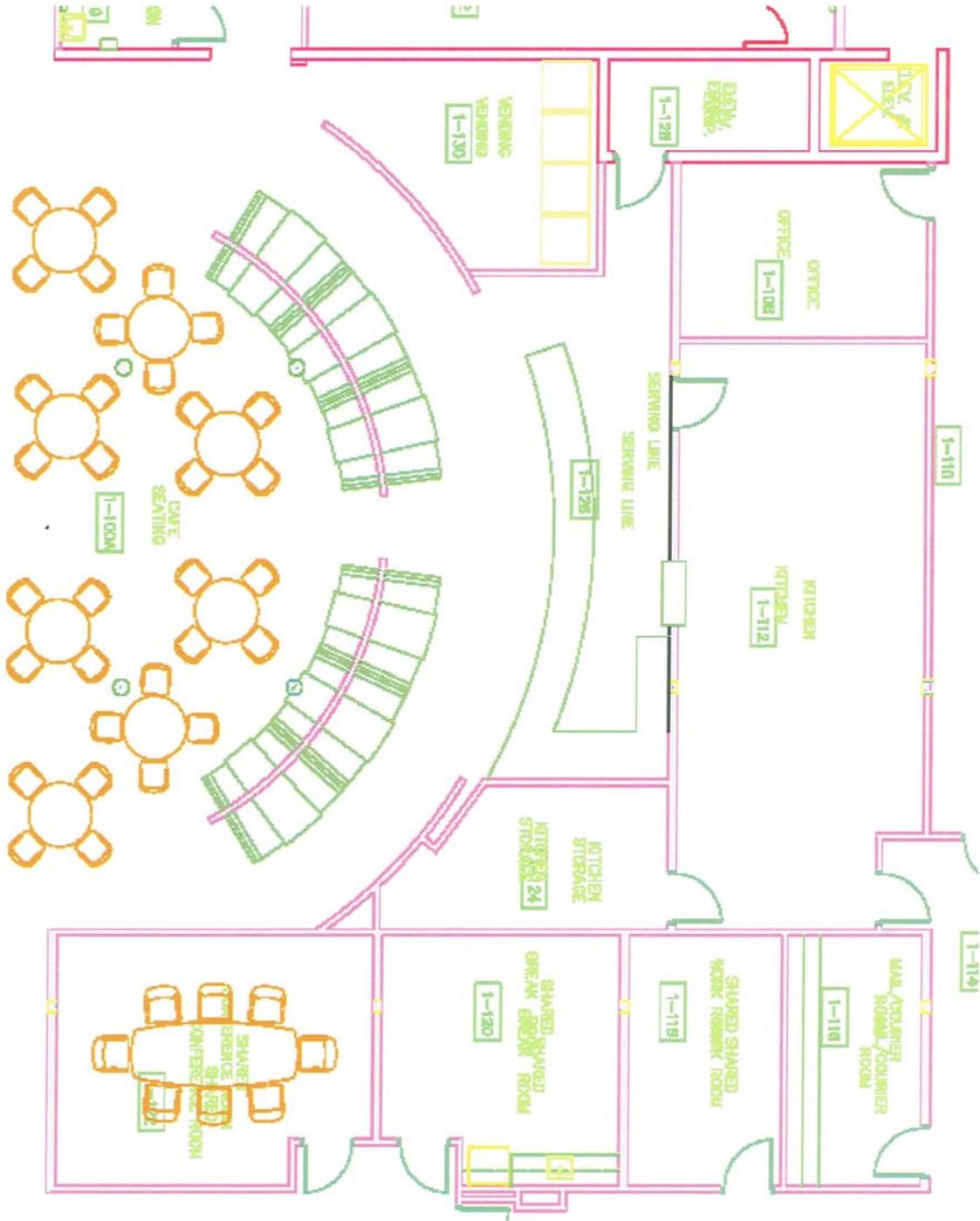
Its: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

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Exhibit "A"  
Floor Plan



Initials:

**EXHIBIT "B"**  
**Workletter**

Landlord will:

- Re-paint area around front service to tie in Nature's Table's marketing colors;
- Purchase soup wells and salad cold wells and drop wells into counter;
- Install 12 feet of sneeze guard;
- Make necessary repairs to existing equipment such that equipment is operational by Commencement Date;
- Move two sandwich prep units to front and remove left side facing counter to move one of two sandwich prep units; and
- Install menu boards on back wall.

In addition, Landlord will consider adding a 48 inch stainless steel table under current pass through or a snack display. Tenant agrees that the above-referenced improvements will not exceed \$10,000.00.

Tenant will:

- Provide all menu boards, small wares and marketing materials; and
- Its own internet service, telephone service, telephone equipment (if for other purposes than audio use only), Point of Sale/Cashiering system, and computers.

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**EXHIBIT "C"**

**BUILDING  
RULES AND REGULATIONS**

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of the Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Premises.
2. Loading. All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
3. Animals. No animals or pets may be brought on or are permitted to be in the Building or Premises (except service animals).
4. Antennas. No radio or television antennas or other similar devices shall be installed without first obtaining, in each instance, Landlord's written consent. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds without, in each instance, Landlord's written consent. Any aerial so installed without such consent shall be subject to removal at any time without notice.
5. Noise. No loudspeakers, television, radio, music or other devices shall be used which cause noise to be heard outside the Premises or which exceed the City's noise ordinance. Tenant shall not make unreasonable noises, cause any vibrations to the Building, create disturbances or odors of any kind which emit from the Premises and which may be disruptive or offensive in anyway whatsoever to other tenants of the Building, their employees, agents, customers, or invitees.
6. Security. Tenant assumes full responsibility for protecting Premises from theft, robbery, and pilferage. Except during Tenant's normal business hours or whenever Tenant is using the Premises, Tenant shall keep all doors to the Premises locked and other means of entry secured.
7. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall not install any device or equipment to the water lines without Landlord's written approval.
8. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.
9. Signs. No sign, placard, picture, advertisement, name or notice visible from outside the Premises shall be installed or displayed on any part of the interior or exterior of the Building without the prior written consent of Landlord.
10. Hazardous or Toxic Substances. Tenant shall not bring any hazardous, toxic, flammable, corrosive, explosive or poisonous substance onto Premises except as may be contained in common products sold to the general public (such as cleaning products) that are also consistent with Tenant's use and, if such are used, Tenant shall properly dispose of them so as not to contaminate any property on or away from the Building. Tenant shall be solely responsible for any liability arising from the violation of this rule and shall indemnify and hold Landlord harmless, including reasonable attorney's fees, as to such matters.

Initials:

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11. Trash Disposal: Janitorial services, including trash disposal are provided during the evenings, Monday through Friday. **Tenant shall be responsible for cleaning and removal of trash of the exclusive use space and the shared seating space, and for busing and keeping seating areas clean during hours of operation.**

12. Exterior Areas: The exterior areas immediately adjoining the exclusive use space and the shared seating space shall be kept clean and free from dirt and rubbish by Tenant during business hours to the satisfaction of the Landlord. Tenant shall not place or permit any obstruction or merchandise in such areas.

13. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent same. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building.

Initials:

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May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Personnel Report

**Approval is sought for the following recommended personnel transactions:**

| <b>HIRE Budgeted</b> |                       |                                |                                |
|----------------------|-----------------------|--------------------------------|--------------------------------|
| <b>Effect. Date</b>  | <b>Name</b>           | <b>Department/Location</b>     | <b>Title</b>                   |
| 4/8/2013             | De Laval, Maria L     | Institutional Research         | Administrative Svcs Specialist |
| 5/6/2013             | Puckett, Shelly Lynn  | Resource Development DO        | Coordinator, LRMA PR & Grants  |
| 4/29/2013            | Christensen, Eva K    | Course & Curriculum Develop DO | Curr. Supp. Specialist         |
| 5/2/2013             | McFarland, Theresa A  | Resource Development DO        | Foundation Database Adm/PrMg   |
| 4/22/2013            | Laws, Jennifer M.     | Provost AC                     | Grant Writer                   |
| 4/1/2013             | Malloy, Ryan Allen    | District Library DO            | Instructional Supp Specialist  |
| 4/15/2013            | Chase, Nicholas James | Landscape Services SE          | Landscaper                     |
| 4/15/2013            | Fowler, Susan A       | Nursing HC                     | Nursing Skills Facilitator     |
| 4/29/2013            | Sebastian, Cara Lynne | Enrollment Management DO       | Recruiter                      |
| 4/29/2013            | Watson, Kaison O      | Enrollment Management DO       | Recruiter                      |
| 4/15/2013            | Eberle, Kelsey Jean   | Fine & Applied Arts SPG        | Sr Administrative Svcs Assist  |
| 4/8/2013             | Williams, Shontae S   | Provost SE                     | Sr Administrative Svcs Speclst |
| 4/29/2013            | Bloom, Joshua A       | BA Programs/UPC                | Technology Support Specialist  |

| <b>HIRE Temporary/Supplemental</b> |                      |                               |                                |
|------------------------------------|----------------------|-------------------------------|--------------------------------|
| <b>Effect. Date</b>                | <b>Name</b>          | <b>Department/Location</b>    | <b>Title</b>                   |
| 3/11/2013                          | Finkel, Jesse Edward | Academic & Student Affairs    | Contributed Service            |
| 5/2/2013                           | Cobb, Laurel G       | Business Technologies CL      | Instructor, Temporary Credit   |
| 4/13/2013                          | Mills, Luke Walton   | Business Technologies SP      | Instructor, Temporary Credit   |
| 4/2/2013                           | Radeline, Charles D  | BA Programs/UPC               | Instructor, Temporary Credit   |
| 4/6/2013                           | Sevelin, Gary B      | Business Technologies SP      | Instructor, Temporary Credit   |
| 4/27/2013                          | Wilhite, Charles P   | Business Technologies SP      | Instructor, Temporary Credit   |
| 4/15/2013                          | Dollar Jr, George W. | Corporate Training E&SS DO    | Instructor, Temporary Non-Cred |
| 4/29/2013                          | Jenkins, David G     | NTPI/WMD Grant - AC           | Instructor, Temporary Non-Cred |
| 4/22/2013                          | Mojado, Janine E     | Fire Science AC               | Instructor, Temporary Non-Cred |
| 4/20/2013                          | Moore, Richard C     | Fire Science AC               | Instructor, Temporary Non-Cred |
| 4/1/2013                           | Afienko, Kenneth J   | SE Public Safety Institute AC | Instructor, Temporary Non-Cred |
| 4/1/2013                           | Gasior, Bozena       | Corporate Training E&SS DO    | Instructor, Temporary Non-Cred |
| 4/8/2013                           | Dudley, Lisa M       | Instructional Computing SE    | OPS Career Level 1             |

|           |                        |                              |                               |
|-----------|------------------------|------------------------------|-------------------------------|
| 4/22/2013 | Mazak,Jeremy A         | Associate Provost CL         | OPS Career Level 1            |
| 4/29/2013 | Rodriguez,Joseph L     | Landscape Services HEC       | OPS Career Level 1            |
| 3/28/2013 | Timmons,Austin M       | Natural Science SPG          | OPS Career Level 1            |
| 4/8/2013  | Cassistre,Juliette L   | Corporate Training E&SS DO   | OPS Career Level 2            |
| 4/12/2013 | Drayton,Brittany       | College Reach Out Program DO | OPS Career Level 2            |
| 5/6/2013  | Easton,Racheal Erlene  | Associate Provost SP         | OPS Career Level 2            |
| 4/29/2013 | Riggins,Kateka V       | Business Technologies SP     | OPS Career Level 2            |
| 4/10/2013 | Dudley,Reginald L      | SPC-Downtown                 | OPS Career Level 4            |
| 4/15/2013 | Dalessio,Cristin Marie | SPC-Downtown                 | OPS Career Level 5            |
| 4/8/2013  | Gonzalez-Verdugo,J     | Academic & Student Affairs   | OPS Career Level 5            |
| 4/15/2013 | Haddad,Christine C     | Admin Information Systems    | OPS Career Level 5            |
| 4/15/2013 | Williams,Daphne        | Academic & Student Affairs   | OPS Career Level 5            |
| 4/8/2013  | Bielecki,Cheryl A      | Academic & Student Affairs   | OPS Career Level 6            |
| 4/8/2013  | Krakowiak,Kama E       | Srvcs Spc Students/OSSD CL   | OPS Teaching Asst/Interpreter |
| 4/8/2013  | Merritt,Shelley E.     | Srvcs Spc Students/OSSD CL   | OPS Teaching Asst/Interpreter |
| 4/15/2013 | Loring-Grey,Michele L  | Associate Provost SP         | Other Professional- Temporary |
| 4/1/2013  | Singer,Julia R         | Nursing HC                   | Other Professional- Temporary |
| 3/28/2013 | Hall,Nicole Shalonda   | College of Education         | Supplemental Bach Prog.       |

| <b>TRANSFER/PROMOTION Budgeted</b> |             |                            |              |
|------------------------------------|-------------|----------------------------|--------------|
| <b>Effect. Date</b>                | <b>Name</b> | <b>Department/Location</b> | <b>Title</b> |

|           |                        |                            |                                  |
|-----------|------------------------|----------------------------|----------------------------------|
| 4/22/2013 | Hogans, Linda L        | Academic & Student Affairs | Exec. Dir. Of Retention Services |
| 4/1/2013  | Cole,Angela J          | International Center - CL  | Int'l. Students Svcs. Rep.       |
| 4/29/2013 | Childs-Brown,Deborah L | District Library DO        | Sr Library Svcs Technician       |

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Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology; Patty Curtin Jones, Vice President, Human Resources & Strategic Communications; and the Strategic Issues Council Members bringing the actions forward, recommend approval.

Ssw0507131

May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** FY12-13 July 1 – April 30 Fund 1 Financial Report

Attached for information is the Fund 1 financial report for FY12-13 July 1 – April 30 time period.

Financial Report Highlights Through April 30:

- Due to the enrollment decline experienced this year, student tuition and fees revenue is down \$1.5M.
- Total personnel expenses are in line with both this year's budget and last year's actuals.
- Total operating and capital expense is currently 7% under budget, as the college has been watchful on its spending in light of the enrollment decline.
- The current revenue/expense surplus is \$10.6M, which is consistent with the surplus at this time last year. This surplus will decline during the final two months of the fiscal year as the college has now received the majority of its tuition revenue but will continue to incur personnel and other expenses through year end; however, expenditures are being monitored to ensure spending stays within available resources.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology, Jamelle Conner, Associate Vice President, Planning, Budget and Compliance, recommend approval.

Attachments

Jjc051313

**St. Petersburg College  
Fund Analysis  
As of April 30, 2013**

| <b>Revenues</b>       | <b>FY 2012-13<br/>Budgeted</b> | <b>Projected<br/>Revenue for<br/>month of April</b> | <b>Actual April<br/>Revenue</b> | <b>Difference</b>  | <b>Revenue<br/>Received Year to<br/>Date</b> | <b>YTD as % of<br/>Budget</b> | <b>YTD %<br/>Expected</b> | <b>Difference</b> |  | <b>Projected May</b> | <b>YTD Projected<br/>May</b> |
|-----------------------|--------------------------------|---|---------------------------------|--------------------|--|-------------------------------|---------------------------|-------------------|--|----------------------|------------------------------|
| Student Fees          | \$71,775,706                   | \$6,269,700   | \$5,949,690                     | (\$320,010)        | \$65,974,932                                 | 92%                           | 99%                       | -8%               |  | \$644,195            | \$66,619,128                 |
| State Government      | \$63,234,353                   | \$6,537,731   | \$6,537,754                     | \$23               | \$50,158,846                                 | 79%                           | 79%                       | 0%                |  | \$6,537,731          | \$56,696,577                 |
| Other Revenues        | \$3,962,196                    | \$139,826   | \$477,663                       | \$337,836          | \$3,015,480                                  | 76%                           | 85%                       | -9%               |  | \$131,361            | \$3,146,841                  |
| Non Revenue Sources   | \$5,895,029                    | \$995,870   | \$2,903,670                     | \$1,907,799        | \$2,903,670                                  | 49%                           | 46%                       | 3%                |  | \$0                  | \$2,903,670                  |
| <b>Total Revenues</b> | <b>\$144,867,283</b>           | <b>\$13,943,128</b>                                 | <b>\$15,868,776</b>             | <b>\$1,925,648</b> | <b>\$122,052,927</b>                         | <b>84%</b>                    | <b>89%</b>                | <b>-5%</b>        |  | <b>\$7,313,287</b>   | <b>\$129,366,215</b>         |

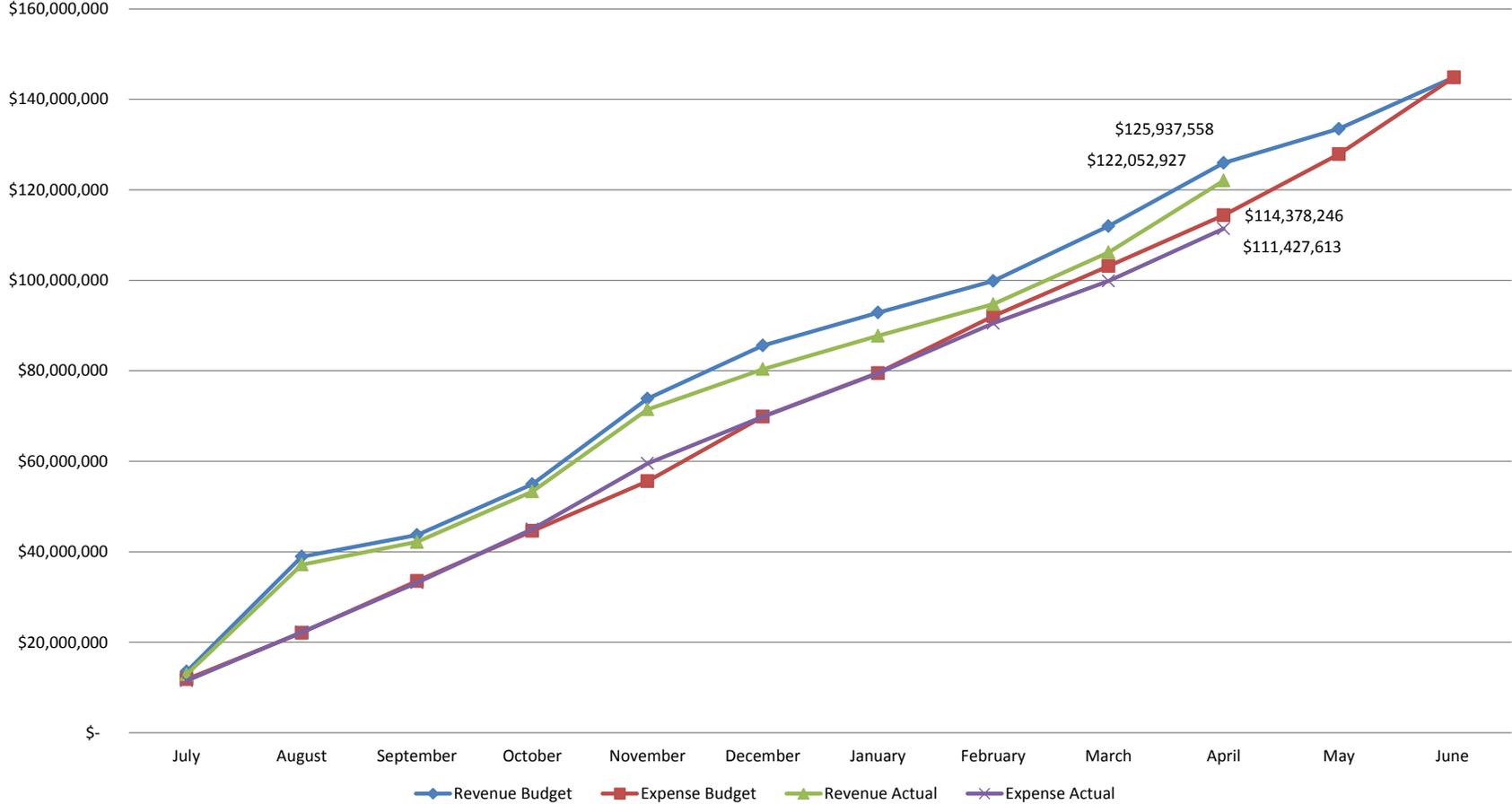
  

| <b>Expenses</b>               | <b>FY 2012-13<br/>Budgeted</b> | <b>Projected<br/>Expense for<br/>month of April</b> | <b>Actual April<br/>Expense</b> | <b>Difference</b> | <b>Expense Year to<br/>Date</b> | <b>YTD as % of<br/>Budget</b> | <b>YTD %<br/>Expected</b> | <b>Difference</b> |  | <b>Projected May</b> | <b>YTD Projected<br/>May</b> |
|-------------------------------|--------------------------------|---|---------------------------------|-------------------|---------------------------------|-------------------------------|---------------------------|-------------------|--|----------------------|------------------------------|
| <b>Personnel</b>              |                                |   |                                 |                   |                                 |                               |                           |                   |  |                      |                              |
| Administrative                | \$20,405,375                   | \$1,533,958   | \$1,495,581                     | (\$38,377)        | \$16,567,374                    | 81%                           | 86%                       | -4%               |  | \$1,578,433          | \$18,145,807                 |
| Instructional                 | \$43,683,078                   | \$3,767,460   | \$3,694,848                     | (\$72,612)        | \$34,085,436                    | 78%                           | 79%                       | -1%               |  | \$3,782,886          | \$37,868,322                 |
| Non-Instructional             | \$23,900,492                   | \$1,827,796   | \$1,729,834                     | (\$97,962)        | \$18,155,246                    | 76%                           | 80%                       | -4%               |  | \$1,840,033          | \$19,995,279                 |
| OPS                           | \$3,254,125                    | \$321,170   | \$237,585                       | (\$83,585)        | \$2,377,921                     | 73%                           | 79%                       | -6%               |  | \$285,963            | \$2,663,884                  |
| Personnel Benefits            | \$21,755,250                   | \$1,741,948   | \$1,989,985                     | \$248,036         | \$19,076,626                    | 88%                           | 79%                       | 9%                |  | \$1,792,932          | \$20,869,558                 |
| <b>Total Personnel Costs</b>  | <b>\$112,998,321</b>           | <b>\$9,192,333</b>                                  | <b>\$9,147,834</b>              | <b>(\$44,499)</b> | <b>\$90,262,603</b>             | <b>80%</b>                    | <b>80%</b>                | <b>-1%</b>        |  | <b>\$9,280,246</b>   | <b>\$99,542,850</b>          |
| <b>Current Expenses</b>       |                                |   |                                 |                   |                                 |                               |                           |                   |  |                      |                              |
| Services                      | \$14,624,637                   | \$994,715   | \$950,433                       | (\$44,282)        | \$10,700,493                    | 73%                           | 82%                       | -9%               |  | \$1,121,329          | \$11,821,822                 |
| Materials and Supplies        | \$11,202,074                   | \$825,457   | \$1,303,759                     | \$478,302         | \$7,656,606                     | 68%                           | 82%                       | -14%              |  | \$860,140            | \$8,516,745                  |
| Other Current Charges         | \$5,061,910                    | \$144,458   | \$88,622                        | (\$55,836)        | \$2,364,419                     | 47%                           | 35%                       | 12%               |  | \$1,955,280          | \$4,319,699                  |
| <b>Total Current Expenses</b> | <b>\$30,888,621</b>            | <b>\$1,964,629</b>                                  | <b>\$2,342,813</b>              | <b>\$378,184</b>  | <b>\$20,721,517</b>             | <b>67%</b>                    | <b>74%</b>                | <b>-7%</b>        |  | <b>\$3,936,749</b>   | <b>\$24,658,267</b>          |
| <b>Capital Purchases</b>      | <b>\$980,341</b>               | <b>\$47,492</b>                                     | <b>\$63,164</b>                 | <b>\$15,672</b>   | <b>\$443,492</b>                | <b>45%</b>                    | <b>62%</b>                | <b>-16%</b>       |  | <b>\$70,320</b>      | <b>\$513,812</b>             |
| <b>Total Expenses</b>         | <b>\$144,867,283</b>           | <b>\$11,204,454</b>                                 | <b>\$11,553,811</b>             | <b>\$349,357</b>  | <b>\$111,427,613</b>            | <b>77%</b>                    | <b>79%</b>                | <b>-2%</b>        |  | <b>\$13,537,316</b>  | <b>\$124,714,929</b>         |

**ST. PETERSBURG COLLEGE**  
**FY2012-2013 FUND 1x BUDGET TO ACTUAL REPORTING: July 1 -April 30**

| Revenue  | FY11-12 Budget | FY11-12 YTD Actual | % To Budget | FY12-13 Budget | FY12-13 YTD Actual | % of YTD Budgets | Year to Date % | \$ YOY Variance | % YOY Variance | Variance Explanation   |
|--|----------------|--------------------|-------------|----------------|--------------------|------------------|----------------|-----------------|----------------|--|
| <b>Revenue</b>                                 |                |                    |             |                |                    |                  |                |                 |                |  |
| Student Tuition & Out-of-State Fees            | \$ 61,777,468  | \$ 58,184,739      | 94%         | \$ 61,326,755  | \$ 56,822,715      | 93%              |                | \$ (1,362,024)  | -2%            |  |
| State Appropriation - CCPF                     | \$ 54,013,658  | \$ 45,320,270      | 84%         | \$ 51,927,099  | \$ 43,636,663      | 84%              |                | \$ (1,683,607)  | -4%            |  |
| State Appropriation - Lottery                  | \$ 8,056,423   | \$ 4,470,642       | 55%         | \$ 10,870,305  | \$ 6,522,183       | 60%              |                | \$ 2,051,541    | 46%            |  |
| Operating Cost for New Facilities              | \$ 391,365     | \$ -               | 0%          | \$ 436,949     | \$ -               | 0%               |                | \$ -            | 0%             |  |
| Distance Learning Fee                          | \$ 3,147,188   | \$ 3,227,302       | 103%        | \$ 3,319,162   | \$ 3,189,835       | 96%              |                | \$ (37,466)     | -1%            |  |
| Technology Fee                                 | \$ 3,059,794   | \$ 2,806,550       | 92%         | \$ 3,074,103   | \$ 2,799,795       | 91%              |                | \$ (6,754)      | 0%             |  |
| Lab Revenue Fees                               | \$ 2,620,549   | \$ 1,842,542       | 70%         | \$ 2,062,917   | \$ 1,807,816       | 88%              |                | \$ (34,726)     | -2%            |  |
| Other Revenues                                 | \$ 3,900,474   | \$ 3,203,657       | 82%         | \$ 3,962,196   | \$ 3,015,480       | 76%              |                | \$ (188,177)    | -6%            |  |
| Other Student Fees                             | \$ 1,716,792   | \$ 1,444,605       | 84%         | \$ 1,992,768   | \$ 1,354,771       | 68%              |                | \$ (89,834)     | -6%            |  |
| Fund Transfers In                              | \$ 2,465,057   | \$ 2,577,803       | 105%        | \$ 2,175,201   | \$ 2,903,670       | 133%             |                | \$ 325,867      | 13%            |  |
| Revenue Stabilization Reserve                  | \$ 2,150,500   | \$ -               | 0%          | \$ 2,150,500   | \$ -               | 0%               |                | \$ -            | 0%             |  |
| One-Time Non-Recurring Funds                   | \$ 1,569,328   | \$ -               | 0%          | \$ 1,569,328   | \$ -               | 0%               |                | \$ -            | 0%             |  |
| <b>Total Revenues - Fund 1x</b>                | \$ 144,868,595 | \$ 123,078,109     | 85%         | \$ 144,867,283 | \$ 122,052,927     | 84%              | 89%            | \$ (1,025,182)  | -1%            |  |
| <b>Operating Costs</b>                         |                |                    |             |                |                    |                  |                |                 |                |  |
| <b>Personnel &amp; Benefits</b>                |                |                    |             |                |                    |                  |                |                 |                |  |
| Instructional/Faculty-Full Time                | \$ 25,231,607  | \$ 19,991,008      | 79%         | \$ 27,970,430  | \$ 21,596,227      | 77%              |                | \$ 1,605,219    | 8%             |  |
| Administrative                                 | \$ 21,807,449  | \$ 16,946,634      | 78%         | \$ 20,405,375  | \$ 16,567,374      | 81%              |                | \$ (379,260)    | -2%            |  |
| Career (Non-Instructional)                     | \$ 23,893,276  | \$ 18,206,526      | 76%         | \$ 23,900,492  | \$ 18,155,246      | 76%              |                | \$ (51,280)     | 0%             |  |
| Adjunct/Supplemental                           | \$ 14,710,264  | \$ 13,720,049      | 93%         | \$ 15,172,713  | \$ 12,294,752      | 81%              |                | \$ (1,425,297)  | -10%           |  |
| Other Academic                                 | \$ 539,935     | \$ 221,567         | 41%         | \$ 539,935     | \$ 194,458         | 36%              |                | \$ (27,110)     | -12%           |  |
| Non-Instructional OPS and Overtime             | \$ 2,461,087   | \$ 2,120,429       | 86%         | \$ 2,754,125   | \$ 2,092,929       | 76%              |                | \$ (27,500)     | -1%            |  |
| Student Assistants                             | \$ 500,000     | \$ 282,491         | 56%         | \$ 500,000     | \$ 284,992         | 57%              |                | \$ 2,501        | 1%             |  |
| Personnel Benefits                             | \$ 21,537,702  | \$ 18,527,930      | 86%         | \$ 21,755,250  | \$ 19,076,626      | 88%              |                | \$ 548,696      | 3%             | Primarily due to increased health expense  |
| <b>Total Personnel &amp; Benefits</b>          | \$ 110,681,320 | \$ 90,016,635      | 81%         | \$ 112,998,321 | \$ 90,262,603      | 80%              | 80%            | \$ 245,968      | 0%             |  |
| <b>Current Expense</b>                         |                |                    |             |                |                    |                  |                |                 |                |  |
| Travel   | \$ 578,631     | \$ 549,751         | 95%         | \$ 602,964     | \$ 577,214         | 96%              |                | \$ 27,463       | 5%             |  |
| Repairs & Maintenance                          | \$ 1,200,032   | \$ 891,349         | 74%         | \$ 1,217,864   | \$ 903,392         | 74%              |                | \$ 12,043       | 1%             |  |
| Rentals/Leases                                 | \$ 430,012     | \$ 224,013         | 52%         | \$ 474,271     | \$ 242,883         | 51%              |                | \$ 18,869       | 8%             |  |
| Insurance (Non-Health)                         | \$ 2,025,368   | \$ 1,633,100       | 81%         | \$ 1,725,368   | \$ 1,665,139       | 97%              |                | \$ 32,039       | 2%             |  |
| Utilities                                      | \$ 6,255,055   | \$ 4,673,365       | 75%         | \$ 6,235,055   | \$ 4,469,115       | 72%              |                | \$ (204,250)    | -4%            |  |
| Services and Fees                              | \$ 4,430,637   | \$ 2,876,151       | 65%         | \$ 4,972,079   | \$ 3,045,642       | 61%              |                | \$ 169,491      | 6%             | Due to increase in technology services and technology consultant fees                |
| Scholarships/Fee Waivers                       | \$ 1,110,895   | \$ 803,267         | 72%         | \$ 610,895     | \$ 713,210         | 117%             |                | \$ (90,057)     | -11%           |  |
| Materials and Supplies                         | \$ 6,614,473   | \$ 4,833,926       | 73%         | \$ 5,442,805   | \$ 4,796,356       | 88%              |                | \$ (37,570)     | -1%            |  |
| Tech Expense/Licensing                         | \$ 2,126,939   | \$ 1,985,024       | 93%         | \$ 2,504,455   | \$ 1,972,379       | 79%              |                | \$ (12,645)     | -1%            |  |
| Bad Debt/Unemployment Comp/Misc                | \$ 1,170,257   | \$ 10,404          | 1%          | \$ 1,147,782   | \$ (57,760)        | -5%              |                | \$ (68,164)     | -655%          | Due to decrease in unemployment compensation   |
| Other Current Expense                          | \$ 3,157,455   | \$ 1,222,162       | 39%         | \$ 2,700,269   | \$ 1,131,754       | 42%              |                | \$ (90,408)     | -7%            |  |
| <b>Total Current Expense</b>                   | \$ 29,099,754  | \$ 19,702,514      | 68%         | \$ 27,633,806  | \$ 19,459,325      | 70%              | 74%            | \$ (243,189)    | -1%            |  |
| <b>Capital Spending</b>                        |                |                    |             |                |                    |                  |                |                 |                |  |
| Computer Refresh Leases                        | \$ 2,839,737   | \$ 1,612,691       | 57%         | \$ 3,254,815   | \$ 1,262,192       | 39%              |                | \$ (350,500)    | -22%           |  |
| Capital Purchases- Non-Recurring               | \$ 2,247,784   | \$ 1,388,703       | 62%         | \$ 980,341     | \$ 443,492         | 45%              |                | \$ (945,211)    | -68%           | Primarily due to one time purchases made last year for furniture and minor equipment |
| <b>Total Capital Spending</b>                  | \$ 5,087,521   | \$ 3,001,395       | 59%         | \$ 4,235,156   | \$ 1,705,684       | 40%              | 62%            | \$ (1,295,711)  | -43%           |  |
| <b>Total Operating Costs - Fund 1x</b>         | \$ 144,868,595 | \$ 112,720,544     | 78%         | \$ 144,867,283 | \$ 111,427,613     | 77%              | 79%            | \$ (1,292,931)  | -1%            |  |
| <b>Total Remaining Funds (Surplus/Deficit)</b> | \$ (0)         | \$ 10,357,565      |             | \$ 0           | \$ 10,625,315      |                  |                |                 |                |  |

### St. Petersburg College FY12-13 Fund 1 Budget to Actuals



May 21, 2013

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Fiscal Year 2013-2014 College General Operating, Student Activities, Auxiliary, Scholarship, and Capital Outlay Budgets, including Tuition and Fees

**Although the Florida Legislature has authorized a 3% increase in tuition, St. Petersburg College is not seeking to raise student tuition for the 2013-14 academic year for lower division students. At the upper division, tuition levels are established by the legislature and a 3% increase is mandated.**

**The college will be able to maintain its open door policy, support student access and success, renew and refresh important instructional technologies and provide a modest (2.5%) compensation increase by reallocation of existing resources and reduction of general administrative expenses. In two areas, the college is seeking approval for minimal (\$2/credit hour) fee increases to address specific, critical needs:**

- **Implementation of the second year of the legislatively-authorized Capital Improvement Fee increase, with funding segregated to the specific purposes outlined in the fee authorization; this fee was increased last year pursuant to legislative authority, but limited to a two dollars per year increase; the fees are used primarily for repair and renovation projects for college facilities;**
- **Adopt a statutorily-approved Learning Support Access Fee of \$2 per credit hour, pursuant to authorization to establish user fees, as specified in Florida Statute 1009.23(12(a)); this fee will be devoted specifically to support, strengthen and expand the student support priority initiatives: improved orientation, early alert system, individual learning plans, enhanced career planning and job placement, and expanded out-of-class support in college learning centers.**

We believe that this approach will allow students to benefit from the continued improvements in the college schedule, its support beyond the classroom and for a quality learning environment.

In addition to the following narrative, budget summaries for each major funding category are attached.

**Fund 1 General Operating Budget** - The College's General Operating Budget is based on the 2013-2014 General Appropriations Act (House Bill 5001). It includes an anticipated 3% tuition increase in student fees for the Baccalaureate programs. It also includes a new \$2 per credit hour Learning Support Access Fee.

Pursuant to state rule 6A-14.0716, the College must prepare and submit a budget for the current unrestricted fund to the Chancellor as designee of the Commissioner of Education by June 30, 2013. In accordance with Florida statutes (1011.30), this operating budget must be approved by the College's Board of Trustees prior to the submission to the Department of Education (DOE). Any future revisions to this operating budget must be presented to and approved by the Board.

**Student Fees per Credit Hour would be modified as follows:**

**Lower Division Credit Programs**

|                                 | <b>2012-2013 Fees</b> | <b>2013-2014 Fees</b> | <b>% Change</b> |
|---------------------------------|-----------------------|-----------------------|-----------------|
| <b>Florida Residents</b>        |                       |                       |                 |
| Tuition Fee                     | \$80.94               | \$80.94               |                 |
| Student Activity & Service Fee  | 7.63                  | 7.63                  |                 |
| Financial Aid Fee               | 4.04                  | 4.04                  |                 |
| Technology Fee                  | 4.04                  | 4.04                  |                 |
| Capital Improvement Fee (CIF)   | 9.10                  | 11.10                 |                 |
| <b>Tuition and Fees</b>         | <b>\$105.75</b>       | <b>\$107.75</b>       | <b>1.9%</b>     |
| <b>Non-Residents</b>            |                       |                       |                 |
| Tuition Fee                     | \$80.94               | \$80.94               |                 |
| Out-of-State Fee                | 242.97                | 242.97                |                 |
| Student Activity & Services Fee | 7.63                  | 7.63                  |                 |
| Financial Aid Fee               | 16.20                 | 16.20                 |                 |
| Technology Fee                  | 16.20                 | 16.20                 |                 |
| Capital Improvement Fee (CIF)   | 16.96                 | 18.96                 |                 |
| <b>Tuition and Fees</b>         | <b>\$380.90</b>       | <b>\$382.90</b>       | <b>0.5%</b>     |

**Post-Secondary Adult Vocational Non-Credit Programs**

|                                | <b>2012-2013 Fees</b> | <b>2013-2014 Fees</b> | <b>% Change</b> |
|--------------------------------|-----------------------|-----------------------|-----------------|
| <b>Florida Residents</b>       |                       |                       |                 |
| Tuition Fee                    | \$68.60               | \$68.60               |                 |
| Technology Fee                 | 3.43                  | 3.43                  |                 |
| Capital Improvement Fee (CIF)* | 3.43                  | 3.60                  |                 |
| <b>Total Registration Fees</b> | <b>\$75.46</b>        | <b>\$75.63</b>        | <b>0.2%</b>     |
| <b>Non-Residents</b>           |                       |                       |                 |
| Tuition Fee                    | \$68.60               | \$68.60               |                 |
| Out-of-State Fee               | 205.82                | 205.82                |                 |
| Technology Fee                 | 13.72                 | 13.72                 |                 |
| Capital Improvement Fee (CIF)* | 13.72                 | 14.40                 |                 |
| <b>Total Registration Fees</b> | <b>\$301.86</b>       | <b>\$302.54</b>       | <b>0.2%</b>     |

## Upper Division Credit Programs

|                                 | 2012-2013 Fees  | 2013-2014 Fees  | % Change  |
|---------------------------------|-----------------|-----------------|-----------|
| <b>Florida Residents</b>        |                 |                 |           |
| Tuition Fee                     | \$91.79         | \$94.54         |           |
| Student Activity & Services Fee | 9.18            | 9.45            |           |
| Financial Aid Fee               | 4.59            | 4.73            |           |
| Technology Fee                  | 4.59            | 4.73            |           |
| Capital Improvement Fee (CIF)*  | 6.55            | 8.55            |           |
| <b>Tuition and Fees</b>         | <b>\$116.70</b> | <b>\$122.00</b> | <b>5%</b> |
|                                 |                 |                 |           |
| <b>Non-Residents</b>            |                 |                 |           |
| Tuition Fee                     | \$91.79         | \$94.54         |           |
| Out-of-State Fee                | 275.53          | 283.62          |           |
| Student Activity & Services Fee | 9.18            | 9.45            |           |
| Financial Aid Fee               | 18.37           | 18.91           |           |
| Technology Fee                  | 18.37           | 18.91           |           |
| Capital Improvement Fee (CIF)*  | 6.55            | 8.55            |           |
| <b>Tuition and Fees</b>         | <b>\$419.79</b> | <b>\$433.98</b> | <b>3%</b> |

\*The Legislature authorized an increase in the Capital Improvement Fee from 10% of tuition (and Out-of-State Fees for Non-Residents) to 20% with a maximum annual increase of \$2 per credit hour.

**Fund 2 Student Activities Budget** - The FY2013-2014 Collegewide Student Activities Budget is \$5.1M. It includes \$1.3M provided to each campus' Student Government Association (SGA) for budget development. This budget is reviewed and approved by the President.

**Fund 3 Auxiliary Budget** – The FY2013-2014 Collegewide Auxiliary Budget is \$3.5M. It includes \$2M to support expenses in the Fund 1 General Operating Budget and \$900K for student textbook credits.

**Fund 5 Scholarship Budget** – The FY2013-2014 Collegewide Scholarship Budget is \$63.2M. It includes \$60M in Federal and State financial aid, \$2.7M in scholarships funded by the Student Financial Aid Fee, and \$1M in Foundation and other scholarships.

**Fund 7 Capital Outlay Budget** – The FY2013-2014 Collegewide Capital Outlay Budget is \$38.4M. In compliance with Florida Statute 1013.61 Annual Capital Outlay Budget, the capital needs are being presented in the attached summary for review and approval as proposed expenditures from the capital budget funding sources detailed, pending the Governor's approval.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology, Janelle Conner, Associate Vice President, Planning, Budget and Compliance, and Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services recommend approval.

Attachments

| <b>St. Petersburg College</b>                       |                       |                           |
|---|-----------------------|---------------------------|
| <b>FY13-14 Fund 1 Operating Budget</b>              |                       |                           |
| <b>Revenue</b>                                      | <b>FY12-13 Budget</b> | <b>FY13-14 Budget 3.0</b> |
| <b>Funds</b>  |                       |                           |
| Student Tuition & Out-of-State Fees                 | \$ 61,326,755         | \$ 58,869,001             |
| Learning Support Access Fee                         | \$ -                  | \$ 1,289,004              |
| State Appropriation - CCPF Unrestricted             | \$ 52,364,048         | \$ 52,970,253             |
| State Appropriation - CCPF Restricted non-recurring | \$ -                  | \$ 1,615,000              |
| State Appropriation - Lottery                       | \$ 10,870,305         | \$ 12,517,061             |
| Operating Cost of New Facilities                    | \$ -                  | \$ 106,159                |
| Distance Learning Fee                               | \$ 3,319,162          | \$ 3,284,455              |
| Technology Fee                                      | \$ 3,074,103          | \$ 2,917,859              |
| Lab Fee Revenues                                    | \$ 2,062,917          | \$ 2,232,165              |
| Other Revenues                                      | \$ 3,962,196          | \$ 3,492,617              |
| Other Student Fees                                  | \$ 1,992,768          | \$ 1,723,979              |
| Fund Transfers In                                   | \$ 2,175,201          | \$ 2,942,481              |
| <b>Total Funds</b>                                  | <b>\$ 141,147,456</b> | <b>\$ 143,960,034</b>     |
| <b>Other Sources of Funds</b>                       |                       |                           |
| Revenue Stabilization Reserve                       | \$ 2,150,500          | \$ 2,173,009              |
| One-Time Non-Recurring Funds                        | \$ 1,569,328          | \$ 1,569,328              |
| <b>Total Other Sources of Funds</b>                 | <b>\$ 3,719,828</b>   | <b>\$ 3,742,337</b>       |
| <b>Total Revenues</b>                               | <b>\$ 144,867,283</b> | <b>\$ 147,702,371</b>     |
| <b>Operating Expenses</b>                           | <b>FY12-13 Budget</b> | <b>FY13-14 Budget 3.0</b> |
| <b>Personnel &amp; Benefits</b>                     |                       |                           |
| Instructional/Faculty-Full Time                     | \$ 27,455,049         | \$ 28,454,115             |
| Administrative                                      | \$ 20,920,757         | \$ 21,007,244             |
| Career (Non-Instructional)                          | \$ 23,900,492         | \$ 24,054,680             |
| <b>Total Budgeted Personnel Salaries</b>            | <b>\$ 72,276,298</b>  | <b>\$ 73,516,039</b>      |
| LDAdjunct/Supp                                      | \$ 11,409,566         | \$ 11,317,414             |
| UDAdjunct/Supp                                      | \$ 3,202,934          | \$ 3,173,133              |
| Open Campus Adjunct/Supp                            | \$ 560,214            | \$ 560,214                |
| Other Instructional OPS                             | \$ 343,353            | \$ 356,937                |
| Non-Instructional OPS and Overtime                  | \$ 2,950,707          | \$ 2,963,895              |
| Employee Benefits - Retirement                      | \$ 3,606,315          | \$ 5,012,639              |
| Employee Benefits - FICA/Medicare                   | \$ 5,517,662          | \$ 5,623,977              |
| Employee Benefits - Health/Dental/Wellness          | \$ 12,097,398         | \$ 11,444,457             |
| Employee Benefits - Other                           | \$ 324,158            | \$ 324,158                |
| Student Assistants                                  | \$ 500,000            | \$ 500,000                |
| Compensated Absences                                | \$ 209,718            | \$ -                      |
| <b>Total Personnel &amp; Benefits</b>               | <b>\$ 112,998,321</b> | <b>\$ 114,792,862</b>     |
| <b>Current Expense &amp; Contingencies</b>          |                       |                           |
| Travel  | \$ 602,964            | \$ 602,964                |
| Freight/Postage/Communication                       | \$ 683,798            | \$ 683,798                |
| Printing/Copying                                    | \$ 192,096            | \$ 192,096                |
| Repairs & Maintenance                               | \$ 1,217,864          | \$ 1,017,864              |
| Rentals/Leases                                      | \$ 474,271            | \$ 478,271                |
| Insurance   | \$ 1,725,368          | \$ 1,725,368              |
| Utilities   | \$ 6,235,055          | \$ 6,075,055              |
| Services and Fees                                   | \$ 4,972,079          | \$ 5,446,079              |
| Supplies  | \$ 5,442,805          | \$ 5,412,136              |
| Scholarships/Fee Waivers                            | \$ 610,895            | \$ 1,510,895              |
| Transfers Out                                       | \$ 500,000            | \$ 354,445                |
| Bad Debt/Unemployment Comp/Misc                     | \$ 1,147,782          | \$ 1,147,782              |
| Tech Expense/Licensing                              | \$ 2,504,455          | \$ 2,380,033              |
| Special Projects O&P, MLK                           | \$ -                  | \$ 1,535,000              |
| <b>Subtotal Current Expense</b>                     | <b>\$ 26,309,431</b>  | <b>\$ 28,561,786</b>      |
| <b>Contingencies</b>                                |                       |                           |
| Distance Fee Contingency                            | \$ 63,187             | \$ 37,832                 |
| Technology Fee Contingency                          | \$ 46,212             | \$ 35,842                 |
| General Contingency                                 | \$ 1,214,976          | \$ 992,741                |
| <b>Subtotal Contingencies</b>                       | <b>\$ 1,324,375</b>   | <b>\$ 1,066,415</b>       |
| <b>Total Current Expense &amp; Contingencies</b>    | <b>\$ 27,633,806</b>  | <b>\$ 29,628,201</b>      |
| <b>Capital Spending</b>                             |                       |                           |
| Computer/Technology Refresh Leases                  | \$ 3,254,815          | \$ 2,400,968              |
| One-Time Capital Purchases                          | \$ 980,341            | \$ 880,341                |
| <b>Total Capital Spending</b>                       | <b>\$ 4,235,156</b>   | <b>\$ 3,281,309</b>       |
| <b>Total Current and Capital Expenses</b>           | <b>\$ 31,868,962</b>  | <b>\$ 32,909,510</b>      |
| <b>Total Operating Costs</b>                        | <b>\$ 144,867,283</b> | <b>\$ 147,702,371</b>     |
| <b>Total Remaining Funds</b>                        | <b>\$ 0</b>           | <b>\$ 0</b>               |

**St. Petersburg College  
FY13-14 Fund 2 Student Activities Budget**

|  |                    |
|--|--------------------|
| <b>Total Projected Student Activity Revenues</b>                               | <b>\$5,089,432</b> |
| <b>Less Budgeted Expenses:</b>   |                    |
| Annual Journal Entries   | \$426,000          |
| Student Determined Activities Distribution (25%)                               | \$1,272,358        |
| Reserve (5%)   | \$254,472          |
| Budgeted Personnel (excluding annual journal entries and athletics personnel)* | \$1,339,912        |
| Athletics (including personnel)  | \$1,273,497        |
| Non-Discretionary Campus Program Operating Expenses                            | \$194,527          |
| Other Collegewide Operating Expenses   | \$328,666          |
| <b>Total Budgeted Expenses</b>   | <b>\$5,089,432</b> |
| <b>Surplus/Deficit</b>   | <b>\$0</b>         |

**St. Petersburg College  
FY13-14 Fund 5 Scholarship Budget**

|   |                      |
|---|----------------------|
| <b>Revenues:</b>  |                      |
| Student Financial Aid Fees Collected  | \$ 2,685,824         |
| Federal PELL and SEOG Grants  | \$ 53,157,882        |
| Various Florida State Scholarship Grants  | \$ 6,309,061         |
| Various SPC Foundation and Other Scholarship Grants                                   | \$ 997,645           |
| <b>Total Revenues</b>   | <b>\$ 63,150,412</b> |
| <b>Expenses:</b>  |                      |
| Student Incentive Grant Scholarships  | \$ 1,518,428         |
| Johnnie Ruth Clark Scholarships   | \$ 469,800           |
| SPC Presidential Scholarships   | \$ 299,064           |
| Fine Arts, Visual Art, Associate to Baccalaureate, Honors College, Misc. Scholarships | \$ 414,794           |
| <b>Total Financial Aid Fee Scholarships</b>   | <b>\$ 2,702,086</b>  |
| Federal PELL & SEOG Grants Awarded  | \$ 53,157,882        |
| State of Florida Scholarships   | \$ 6,309,061         |
| Various SPC Foundation and Other Scholarships   | \$ 997,645           |
| <b>Total Expenses</b>   | <b>\$ 63,166,674</b> |
| <b>Surplus/Deficit</b>  | <b>\$ (16,262)</b>   |

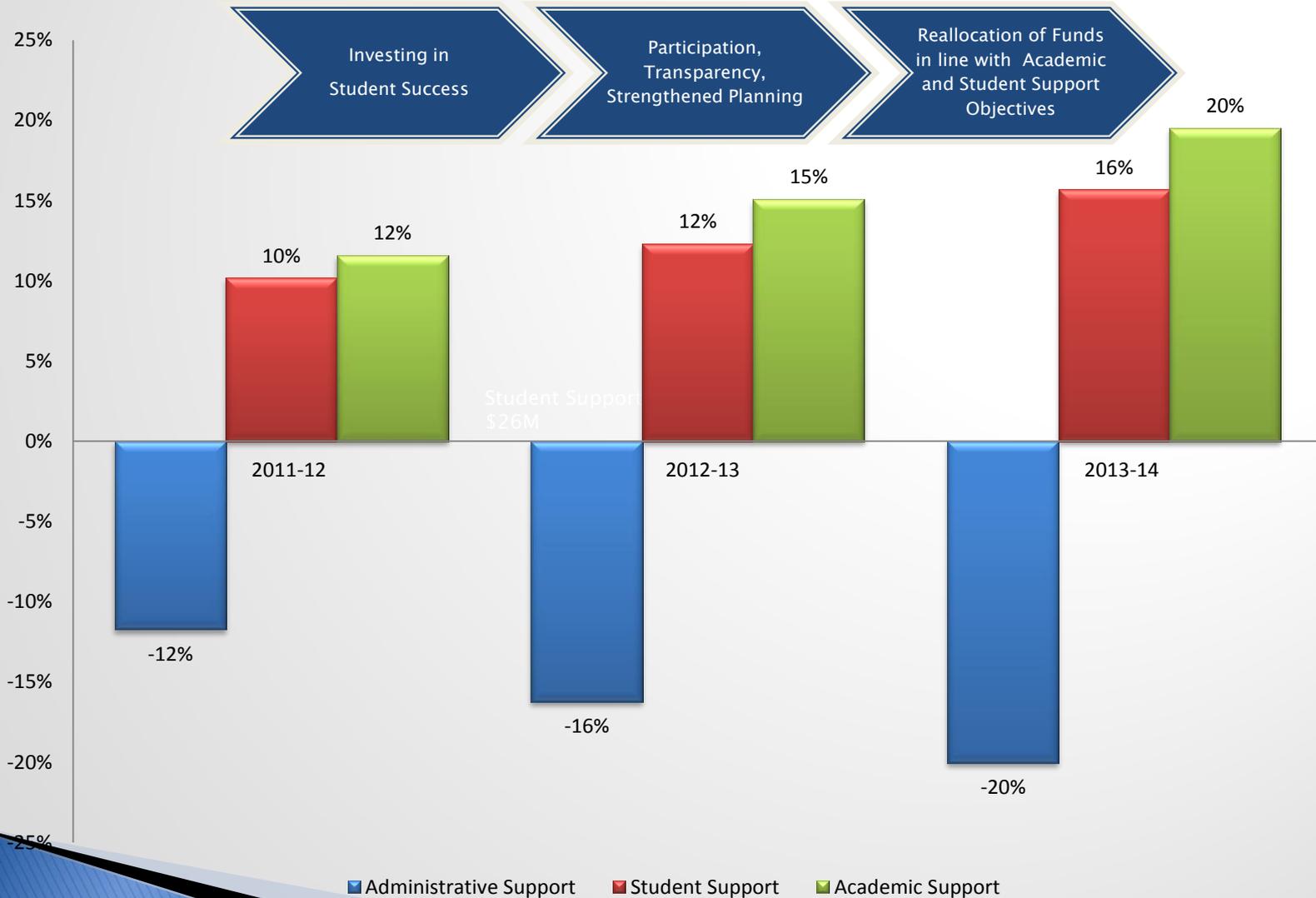
| <b>St. Petersburg College</b>             |                     |
|---|---------------------|
| <b>FY13-14 Fund 3 Auxiliary Budget</b>    |                     |
| <b>Revenues:</b>                          |                     |
| Bookstore Commissions                     | \$ 1,800,000        |
| Bookstore Textbook Credit Contribution    | \$ 520,000          |
| Residual Financial Aid Funds              | \$ 380,000          |
| Food Services/Vending Commissions         | \$ 143,100          |
| Royalties-Ethics Textbook                 | \$ 50,000           |
| Royalties_Excess Bandwidth                | \$ 373,410          |
| Pay For Print Sales                       | \$ 107,000          |
| Seminole Library Rentals                  | \$ 6,000            |
| Gound Tower Lease                         | \$ 35,500           |
| Interest                                  | \$ 50,000           |
| <b>Total Revenues</b>                     | <b>\$ 3,465,010</b> |
| <b>Expenses:</b>                          |                     |
| Auxiliary Services Administrative Costs   | \$ 151,459          |
| Computer & Equipment Leases               | \$ 49,550           |
| Materials, supplies, misc. services       | \$ 33,800           |
| <b>Total Expenses</b>                     | <b>\$ 234,809</b>   |
| <b>Transfers Out to Other Funds:</b>      |                     |
| Operating Budget Fund                     | \$ 2,042,481        |
| Restricted Fund Palladium Theater         | \$ 150,000          |
| Scholarship Fund Mac J Williams           | \$ 5,000            |
| Textbook Bookstore Credits                | \$ 900,000          |
| <b>Total Transfers Out to Other Funds</b> | <b>\$ 3,097,481</b> |
| <b>Surplus/Deficit</b>                    | <b>\$ 132,720</b>   |

**St. Petersburg College  
FY13-14 Fund 7 Capital Outlay Budget**

| <b>Projected Sources of Revenue</b>                            | <b>FY13-14<br/>Recurring</b> | <b>FY13-14 Non-<br/>Recurring</b> | <b>FY13-14 Budget<br/>Projection</b> |
|--|------------------------------|-----------------------------------|--------------------------------------|
| <b>Funds</b>   |                              |                                   |                                      |
| PECO Projects (Categorical)                                    |                              | \$2,328,008                       | \$ 2,328,008                         |
| PECO General Renovation/Remodel (186)                          |                              |                                   | \$ -                                 |
| O&P SPC Foundation Funds                                       |                              | \$126,801                         | \$ 126,801                           |
| SODA General Renovation/Remodel (265)                          |                              | \$2,394,480                       | \$ 2,394,480                         |
| City of Seminole (Habitat)                                     |                              | \$56,024                          | \$ 56,024                            |
| Capital Improvement Fees - Discretionary                       |                              | \$5,457,769                       | \$ 5,457,769                         |
| Capital Improvement Fees - Discretionary                       | \$7,231,855                  |                                   | \$ 7,231,855                         |
| CLW Gym Proceeds   |                              | \$419,521                         | \$ 419,521                           |
| CO&DS  |                              | \$100,000                         | \$ 100,000                           |
| PY CO&DS   |                              | \$871,077                         | \$ 871,077                           |
| Fund 1 Transfer Out to DSO                                     |                              | \$19,143,827                      | \$ 19,143,827                        |
| Other Misc Sources   |                              | \$229,796                         | \$ 229,796                           |
| Fund Transfers In (Foundation Memorials)                       |                              | \$290                             | \$ 290                               |
| <b>Total Fund Sources</b>                                      | <b>\$7,231,855</b>           | <b>\$31,127,593</b>               | <b>\$ 38,359,448</b>                 |
| <b>Projected Uses of Revenue</b>                               |                              |                                   |                                      |
| Budgeted Personnel Salaries                                    | \$681,330                    |                                   | \$ 681,330                           |
| Other Personnel  | \$200,000                    |                                   | \$ 200,000                           |
| Employee Benefits - Retirement                                 | \$42,080                     |                                   | \$ 42,080                            |
| Employee Benefits - FICA/Medicare                              | \$52,122                     |                                   | \$ 52,122                            |
| Employee Benefits - Health/Dental/Wellness                     | \$144,014                    |                                   | \$ 144,014                           |
| <b>Total Personnel &amp; Benefits</b>                          | <b>\$1,119,545</b>           | <b>\$ -</b>                       | <b>\$ 1,119,545</b>                  |
| <b>Major Construction</b>                                      |                              |                                   |                                      |
| Midtown Education Center                                       |                              | \$12,972,000                      | \$ 12,972,000                        |
| Clearwater Library   |                              | \$6,130,000                       | \$ 6,130,000                         |
| Seminole Library and Learning Center                           |                              | \$0                               | \$ -                                 |
| Bay Pines  |                              | \$2,328,008                       | \$ 2,328,008                         |
| Purchase existing Midtown property                             |                              | \$1,300,000                       | \$ 1,300,000                         |
| <b>Total Major Construction</b>                                | <b>\$ -</b>                  | <b>\$ 22,730,008</b>              | <b>\$ 22,730,008</b>                 |
| <b>Infrastructure Deferred Maintenance and Network</b>         |                              |                                   |                                      |
| Deferred Maintenance   |                              | \$600,000                         | \$ 600,000                           |
| Campus Infrastructure Projects                                 |                              | \$700,000                         | \$ 700,000                           |
| Parking/Lighting Upgrades                                      |                              | \$100,000                         | \$ 100,000                           |
| Collegewide Maintenance/Repair                                 | \$307,718                    |                                   | \$ 307,718                           |
| Technology Infrastructure Maintenance                          | \$1,142,287                  |                                   | \$ 1,142,287                         |
| Wireless LAN Mgmt/Infrastructure                               | \$250,000                    |                                   | \$ 250,000                           |
| Bus, Float & Vehicle Replacement                               |                              | \$229,796                         | \$ 229,796                           |
| <b>Total Infrastructure Deferred Maintenance and Network</b>   | <b>\$1,700,005</b>           | <b>\$ 1,629,796</b>               | <b>\$ 3,329,801</b>                  |
| <b>Project Expense</b>   |                              |                                   |                                      |
| <b>Allstate</b>  |                              |                                   |                                      |
| Chiller Plant Replacement                                      |                              | \$1,203,498                       | \$ 1,203,498                         |
| Misc Maintenance and Ren/Rem                                   | \$16,228                     |                                   | \$ 16,228                            |
| Capital Equipment  | \$51,613                     |                                   | \$ 51,613                            |
| <b>Clearwater Projects</b>                                     |                              |                                   |                                      |
| Misc Maintenance and Ren/Rem                                   | \$118,862                    |                                   | \$ 118,862                           |
| Capital Equipment  | \$99,989                     |                                   | \$ 99,989                            |
| <b>Downtown-Midtown</b>  |                              |                                   |                                      |
| Misc Maintenance and Ren/Rem                                   | \$34,795                     |                                   | \$ 34,795                            |
| Capital Equipment  | \$49,728                     |                                   | \$ 49,728                            |
| Palladium-ADA Code Renovation                                  |                              | \$326,731                         | \$ 326,731                           |
| <b>EpiCenter/District Office</b>                               |                              |                                   |                                      |
| Capital Equipment - EpiTech                                    | \$50,000                     |                                   | \$ 50,000                            |
| Capital Equipment - Facilities                                 | \$100,000                    |                                   | \$ 100,000                           |
| Capital Equipment - DO/EpiServices                             | \$50,000                     |                                   | \$ 50,000                            |
| Workforce STEM   |                              | \$276,000                         | \$ 276,000                           |
| College-wide (out of class support projects)                   | \$35,789                     |                                   | \$ 35,789                            |
| <b>Health</b>  |                              |                                   |                                      |
| Dental Chairs  | \$85,000                     |                                   | \$ 85,000                            |
| Vet Tech Demolition for parking                                |                              | \$166,130                         | \$ 166,130                           |
| Misc Maintenance and Ren/Rem                                   | \$45,643                     |                                   | \$ 45,643                            |
| Capital Equipment  | \$189,906                    |                                   | \$ 189,906                           |
| <b>Seminole</b>  |                              |                                   |                                      |
| Green House/SWFMD  |                              | \$272,000                         | \$ 272,000                           |
| Misc Maintenance and Ren/Rem                                   | \$82,302                     |                                   | \$ 82,302                            |
| Capital Equipment  | \$72,308                     |                                   | \$ 72,308                            |
| <b>St. Pete</b>  |                              |                                   |                                      |
| Misc Maintenance and Ren/Rem                                   | \$122,436                    |                                   | \$ 122,436                           |
| Capital Equipment  | \$126,789                    |                                   | \$ 126,789                           |
| <b>Tarpon</b>  |                              |                                   |                                      |
| Olympia ADA  |                              | \$40,000                          | \$ 40,000                            |
| Misc Maintenance and Ren/Rem                                   | \$79,734                     |                                   | \$ 79,734                            |
| Capital Equipment  | \$73,877                     |                                   | \$ 73,877                            |
| <b>Contingency - Campus Discretionary Project Carryforward</b> |                              | \$150,000                         | \$ 150,000                           |
| <b>Contingency - Collegewide</b>                               | \$322,917                    | \$3,624,557                       | \$ 3,947,474                         |
| <b>Debt Service - Construction Obligations and Bonds</b>       |                              |                                   |                                      |
| JWB Payment  | \$2,604,388                  |                                   | \$ 2,604,388                         |
|  |                              | \$708,873                         | \$ 708,873                           |
| <b>Total Expenses</b>  | <b>\$7,231,855</b>           | <b>\$ 31,127,593</b>              | <b>\$ 34,411,974</b>                 |
| <b>Remaining Funds</b>   | <b>\$ -</b>                  | <b>\$ -</b>                       | <b>\$ (0)</b>                        |

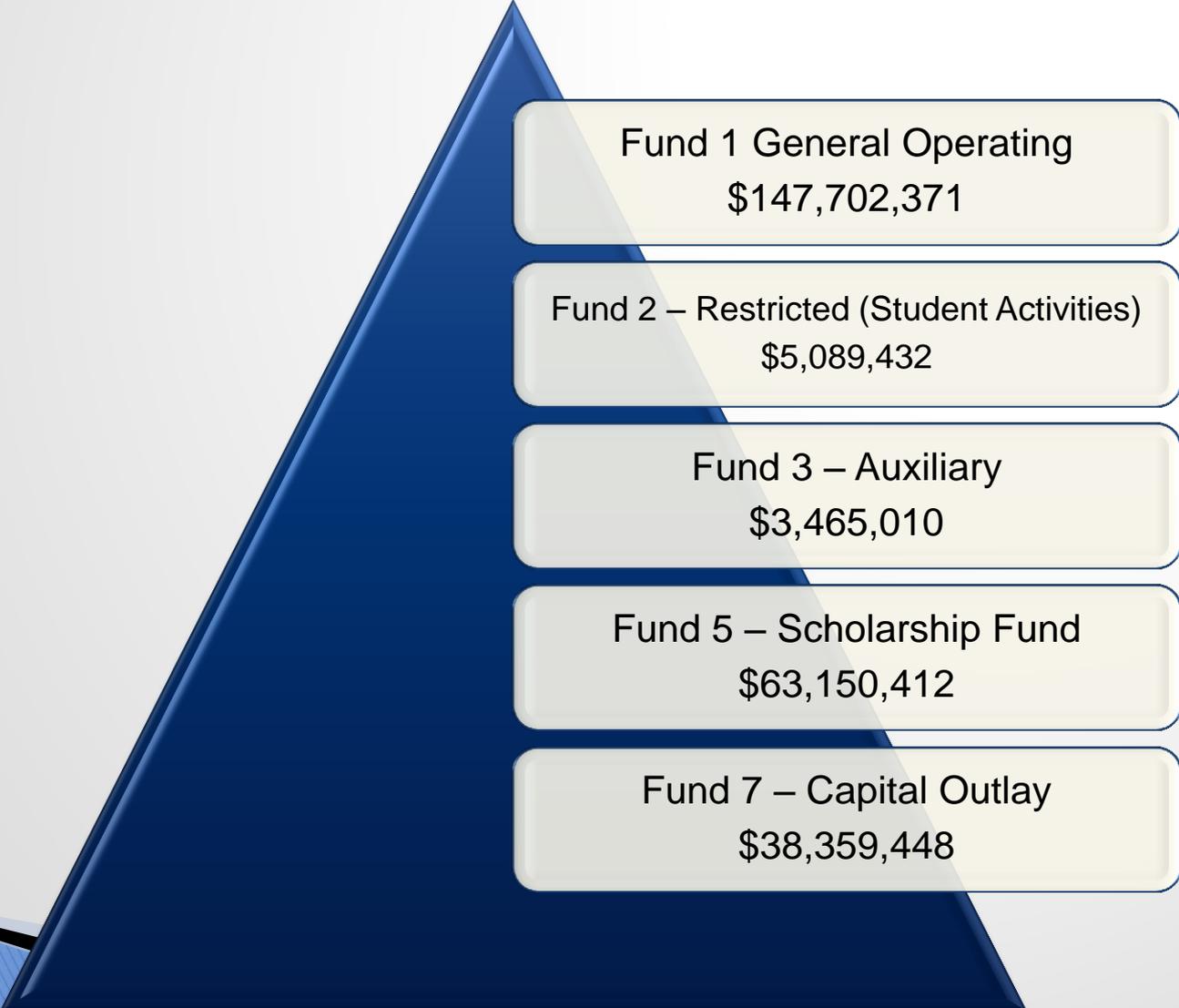
**Board of Trustees:  
Budget Update 3.0  
May 21, 2013**

# A Look Back: Strategic Budget Planning





# Review of College Budget/Fund Types



Fund 1 General Operating  
\$147,702,371

Fund 2 – Restricted (Student Activities)  
\$5,089,432

Fund 3 – Auxiliary  
\$3,465,010

Fund 5 – Scholarship Fund  
\$63,150,412

Fund 7 – Capital Outlay  
\$38,359,448

# General Operating

## ▶ Post Legislative Changes

- Less unrestricted state revenue than original estimate – \$750K in recurring state funding
- More tuition revenue than original estimate +\$250K (due to 3% upper division)
- +\$1.6M restricted project funding (\$615K Orthotics and Prosthetics and 1M MLK Day of Service)
- +\$2.4M Repair and Renovation (PECO)

# 2013–14: Funding the Plan

## Amount

### ▶ New Revenue

- Tuition (\$2.4M)
- Tuition related Fees (\$289K)
- State Appropriations – Unrestricted (CCPF) \$2.24M
- Operating Cost of New Facilities \$106K
- Access Fee– Learning Support (\$2) \$1.3M
- Indirect Cost Revenue (\$445)

### ▶ Additional Funds from Reallocation and/or Expense Reductions

- Technology Infrastructure Expense to PECO \$1.14M
- Guaranteed Schedule Management \$489K
- Personnel Costs \$580K
- Construction Personnel and Maintenance Expense to PECO \$537K
- Utilities \$160K
- Reduced 2012–13 Contingency \$258K
- Reduced Health Insurance Reserve Contribution \$633K
- Reduced Terminal Leave Accrual Reserve \$210K
- Reallocation of One-time Capital \$340K
- Reallocation of One-time Technology \$100K

### ▶ Net Revenue to Fund Plan

\$4.96M April: \$4.4M

## *Reallocated Personnel Budget*

### Old title:

- Director, Design and Construction
- Project Coordinator (2)
- Manager, Energy and Maintenance Services
- Special Services Support (7)

### New status

- Eliminated and reallocated
- Veterans Support Advisor (2)
- Eliminated and reallocated
- Retention Services Support (7)

## Recommendation: 2013–14 Tuition and Fees

- 3% tuition increase authorized by legislature No increase to base tuition recommended
- 3% Mandated tuition increase for upper division
- \$2 Capital Improvement Fee increase recommended in line with 2012–13 legislative authorization
- \$2 Learning Support Access Fee recommended

| Lower Division              | FY12–13         | FY13–14         |
|-----------------------------|-----------------|-----------------|
| <b>Resident</b>             |                 |                 |
| Tuition                     | \$80.94         | \$80.94         |
| Student Activities          | 7.63            | 7.63            |
| Financial Aid               | 4.04            | 4.04            |
| Technology                  | 4.04            | 4.04            |
| Capital Improvement (CIF)   | 9.10            | 11.10           |
| <b>Total</b>                | <b>\$105.75</b> | <b>\$107.75</b> |
|                             |                 |                 |
| <b>Non-Resident</b>         | <b>\$380.90</b> | <b>\$382.90</b> |
|                             |                 |                 |
| Learning Support Access Fee |                 | \$2.00          |

| Upper Division              | FY12–13         | FY13–14         |
|-----------------------------|-----------------|-----------------|
| <b>Resident</b>             |                 |                 |
| Tuition                     | \$91.79         | \$94.54         |
| Student Activities          | 9.18            | 9.45            |
| Financial Aid               | 4.59            | 4.73            |
| Technology                  | 4.59            | 4.73            |
| Capital Improvement (CIF)   | 6.55            | 8.55            |
| <b>Total</b>                | <b>\$116.70</b> | <b>\$122.00</b> |
|                             |                 |                 |
| <b>Non-Resident</b>         | <b>\$419.79</b> | <b>\$433.98</b> |
|                             |                 |                 |
| Learning Support Access Fee |                 | \$2.00          |

# Guaranteed Schedule Management

- Provides students a guaranteed schedule from which to select and plan their courses for the following year
- Schedule management based on college wide trend data associated with courses and modalities to determine the appropriate number of sections to be offered each term
- 2013–2014 schedule seating capacity is 254,285 compared to 254,523 seating capacity in 2012–13
- 2013–14 schedule incorporates a 5% seating reserve to better manage changes and meet student needs

# 2013-14 General Operating Fixed Cost Increases

\$4.96M Funding Available

```
graph TD; A["$4.96M Funding Available"] --> B["$1.36M Retirement Increase"]; B --> C["$2.5M Salary Increase (2.5%-Minimum $1000)"]; C --> D["$1.1M Balance for Strategic/Operational Funding"]; C --- E["Authorize full hourly employee paycheck for 6/22-7/5 pay period on 7/12/13"];
```

\$1.36M Retirement Increase

\$2.5M Salary Increase (2.5%-Minimum  
\$1000)

Authorize full hourly employee paycheck for 6/22-7/5 pay period on  
7/12/13

\$1.1M Balance for Strategic/Operational Funding

# Funding Our Strategic Priorities

- Learning Plan Enhancements: \$100K
- Student Advising System Support (Career Center Expansion/Retention Services): \$80K
- On-line Support Services (Smarthinking, Turnitin): \$270K

- Veterans Support (grant replacement): \$100K
- Disability Support (Able Trust Grant): \$12K

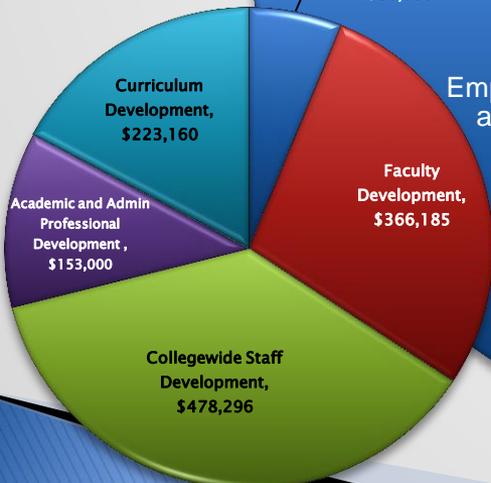
College Experience Expansion/Continuation  
\$450K

Support Services for Students  
\$112K

Faculty Sabbatical,  
\$80,000

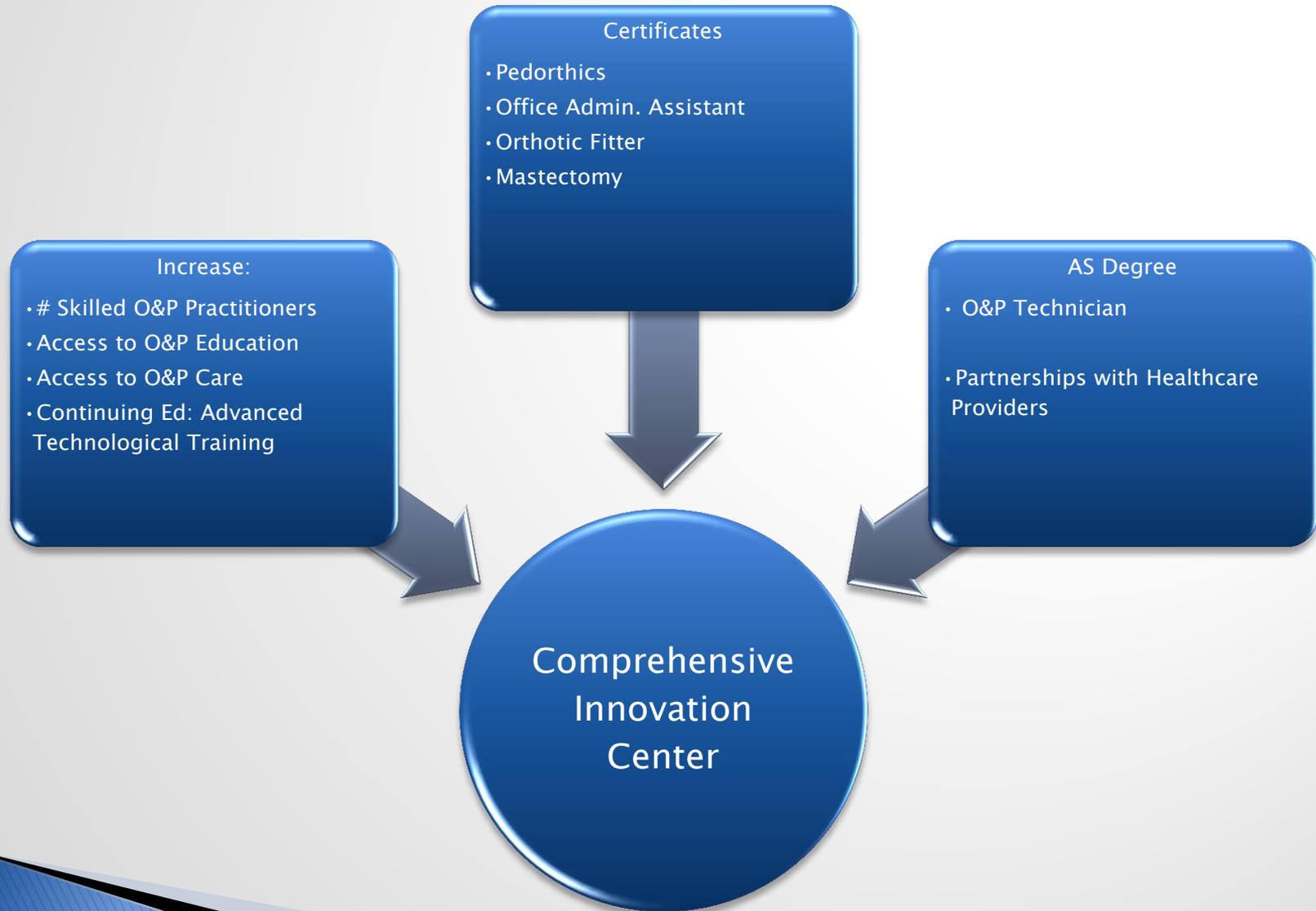
Employee Development and Support \$1.3M

Instructional and Program Improvements  
\$381K



- Baccalaureate Degree Development \$50K
- Workforce Program Expansion (STEM) \$281K
- Distance Education Revitalization: \$50K
- Developmental Education

# Orthotics and Prosthetics: \$615,000 Special Project State Funding



# 2013-14 Strategic Funding Summary

\$1.1 M Strategic Funding

```
graph TD; A["$1.1 M Strategic Funding"] --> B["$562K: Student Support-College Experience"]; B --> C["$381K: Instructional & Program Improvements"]; C --> D["$80K Faculty Sabbatical"]; D --> E["$0 Surplus/Deficit"];
```

\$562K: Student Support-College Experience

\$381K: Instructional & Program Improvements

\$80K Faculty Sabbatical

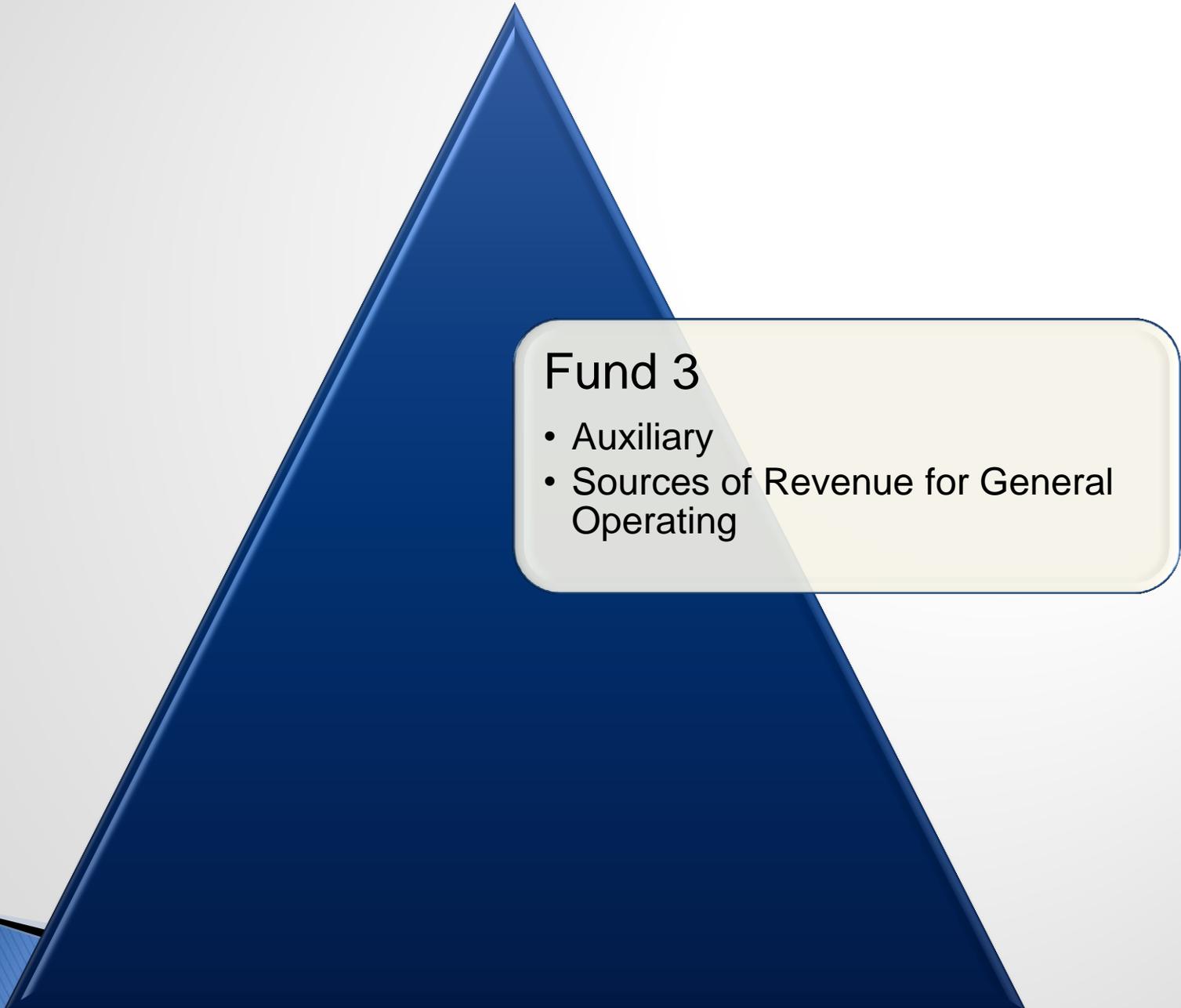
\$0 Surplus/Deficit

## Maintain Campus Discretionary Budgets



|                | Allstate | Clearwater | DTMT     | Seminole  | EPI*      | Learning Resources | Health   | Tarpon    | St. Pete  |
|----------------|----------|------------|----------|-----------|-----------|--------------------|----------|-----------|-----------|
| ■ Minor Equip  | \$15,297 | \$117,277  | \$35,693 | \$81,584  | \$50,700  | \$5,700            | \$45,891 | \$81,584  | \$132,574 |
| ■ Tech Refresh | \$9,978  | \$70,414   | \$7,715  | \$23,583  | \$105,303 | \$4,047            | \$33,203 | \$44,066  | \$23,662  |
| ■ Tech Leases  | \$33,352 | \$216,426  | \$34,123 | \$194,583 | \$187,956 | \$81,710           | \$88,977 | \$121,930 | \$233,349 |

\*EPI includes multi-campus leases



## Fund 3

- Auxiliary
- Sources of Revenue for General Operating

**Fund 3: Auxiliary****Revenue:**

|  |                     |
|--|---------------------|
| <b>Bookstore Commissions</b>                                 | <b>\$ 1,800,000</b> |
| <b>Bookstore Textbook Credit Contribution</b>                | <b>\$ 520,000</b>   |
| <b>Residual Financial Aid Funds</b>                          | <b>\$ 380,000</b>   |
| <b>Food Services/Vending Commissions</b>                     | <b>\$ 143,100</b>   |
| <b>Royalties-Ethics Textbook</b>                             | <b>\$ 50,000</b>    |
| <b>Royalties-Excess Bandwidth (President non-state comp)</b> | <b>\$ 373,410</b>   |
| <b>Pay For Print Sales</b>                                   | <b>\$ 107,000</b>   |
| <b>Seminole Library Rentals</b>                              | <b>\$ 6,000</b>     |
| <b>Ground Tower Lease</b>                                    | <b>\$ 35,500</b>    |
| <b>Interest</b>  | <b>\$ 50,000</b>    |
| <b>Total Revenues</b>  | <b>\$ 3,465,010</b> |

**Expense:**

|  |                   |
|--|-------------------|
| <b>Auxiliary Services Administrative Costs</b> | <b>\$ 151,459</b> |
| <b>Computer &amp; Equipment Leases</b>         | <b>\$ 49,550</b>  |
| <b>Materials, supplies, misc. services</b>     | <b>\$ 33,800</b>  |
| <b>Total Expenses</b>                          | <b>\$ 234,809</b> |

**Transfers Out to Other Funds:**

|   |                     |
|---|---------------------|
| <b>Operating Budget Fund</b>              | <b>\$ 2,042,481</b> |
| <b>Restricted Fund Palladium Theater</b>  | <b>\$ 150,000</b>   |
| <b>Scholarship Fund Mac J Williams</b>    | <b>\$ 5,000</b>     |
| <b>Textbook Bookstore Credits</b>         | <b>\$ 900,000</b>   |
| <b>Total Transfers Out to Other Funds</b> | <b>\$ 3,097,481</b> |

**Excess of Revenues Over Expenses & Transfers** **\$ 132,720**

**Fund Balance: \$7.6M**

# 2013-14 Auxiliary Funding in Operating Budget

\$2.94M Revenue to Transfer

\$900K Student Textbook Credits

\$300K Student Assistants

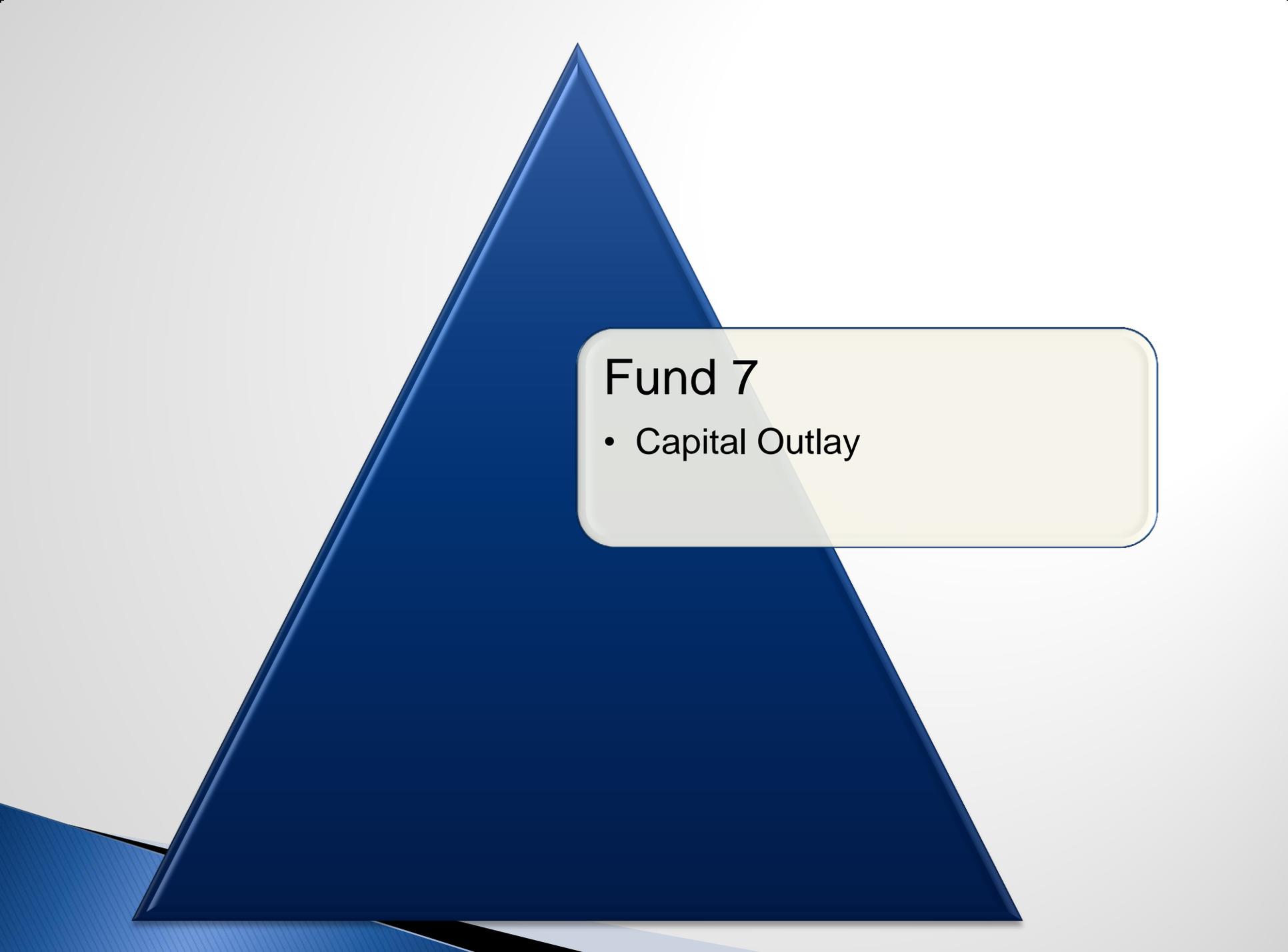
\$114K Senior Citizen Waivers

\$1.5M Academic and Institutional Program Support

\$39K Provost Discretionary Expense

\$70K Community Relations Expense

\$0K Balance



## Fund 7

- Capital Outlay

# 2013–14 Capital Outlay (Construction, Remodel, Renovation, & Equipment)

\$38.4 M Funding Available (\$7.2M is Recurring Capital Improvement Fees)

\$2.6M Construction Bond Payments

\$4.7M Non-Recurring Projects

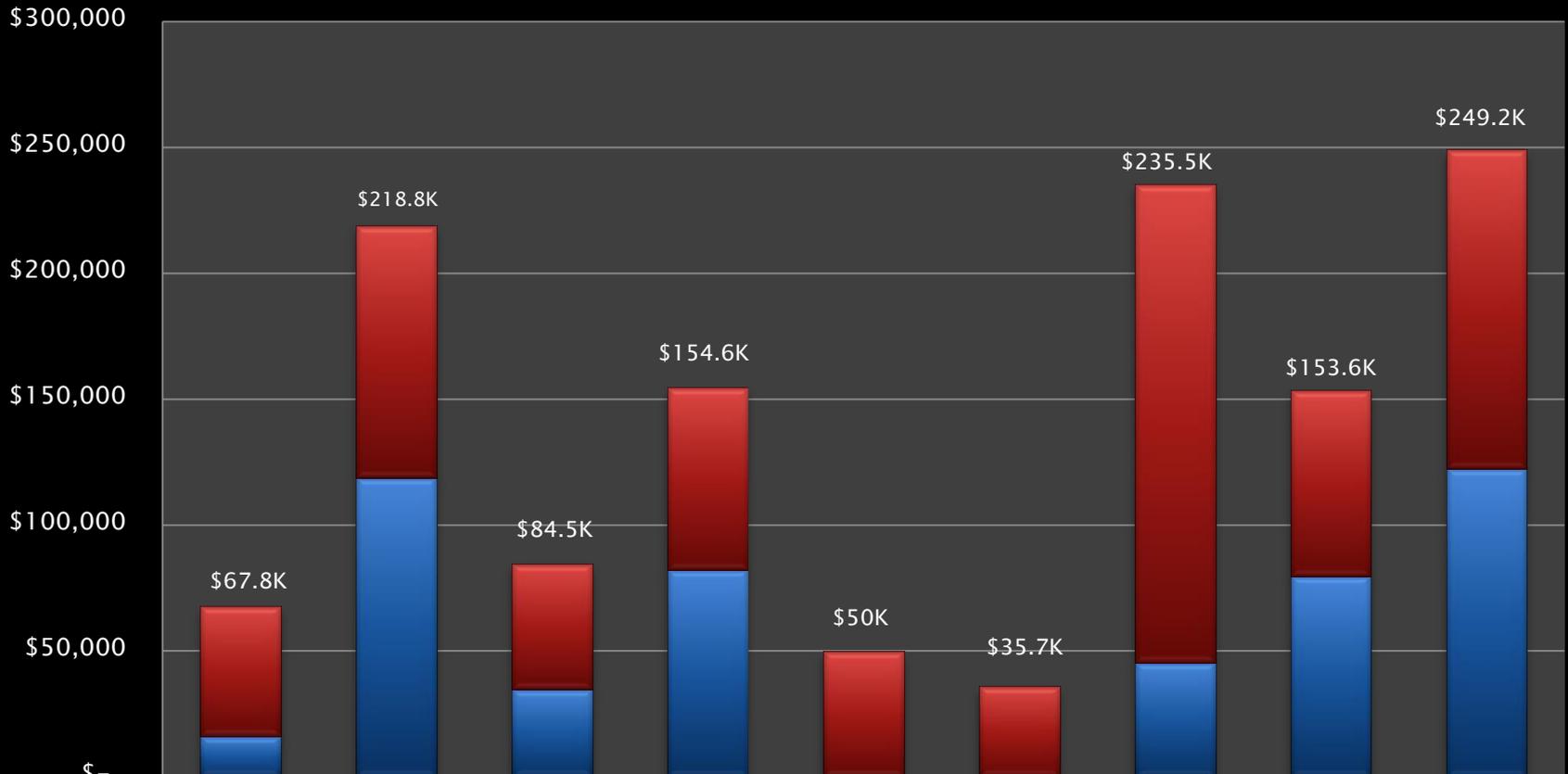
\$1.2M Recurring Campus Discretionary  
Major Equipment and Ren/Rem

\$3.1M Recurring  
Maintenance/Infrastructure

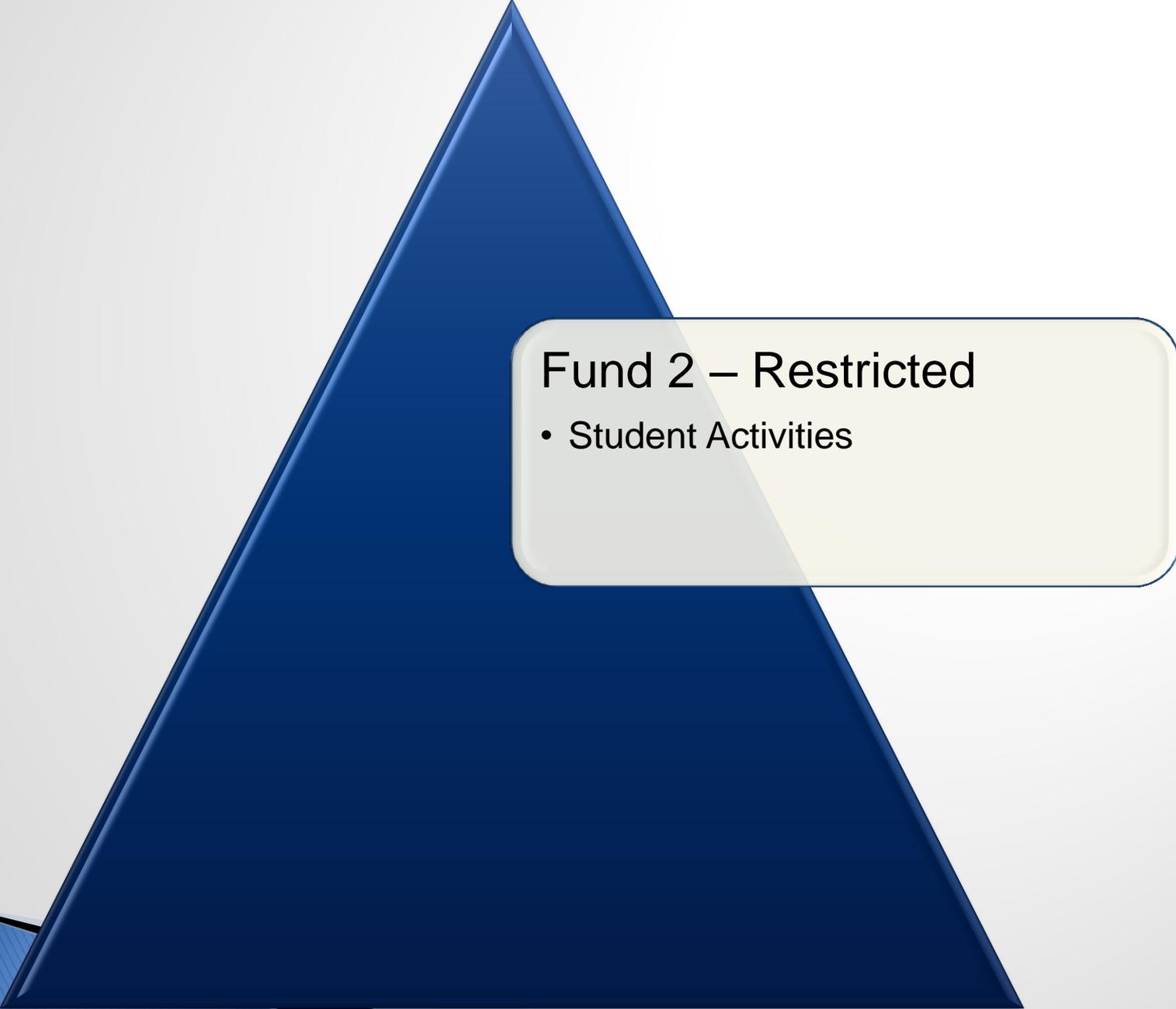
22.7M Major Construction Projects

\$4.1M Balance for Contingency (\$324K is Recurring)

# Campus Discretionary Renovation/Maintenance and Capital (Major)Equipment (Based on formal refresh plan)



|             | Allstate | Clearwater | DTMT     | Seminole | EPI      | Learning Resources | Health    | Tarpon   | St. Pete  |
|-------------|----------|------------|----------|----------|----------|--------------------|-----------|----------|-----------|
| Major Equip | \$51,613 | \$99,989   | \$49,728 | \$72,308 | \$50,000 | \$35,789           | \$189,906 | \$73,877 | \$126,789 |
| Ren/Rem     | \$16,228 | \$118,862  | \$34,795 | \$82,302 | \$-      | \$-                | \$45,643  | \$79,734 | \$122,436 |



## Fund 2 – Restricted

- Student Activities

# 2013-14 Student Activities Budget

\$5.1 M Funding Available

```
graph TD; A["$5.1 M Funding Available"] --> B["$1.3M SGA Discretionary Budget"]; B --> C["$1.3M Athletics Budget"]; C --> D["$2.25M Campus-Based Student Activity Programs"]; D --> E["$250K Balance for Contingency"];
```

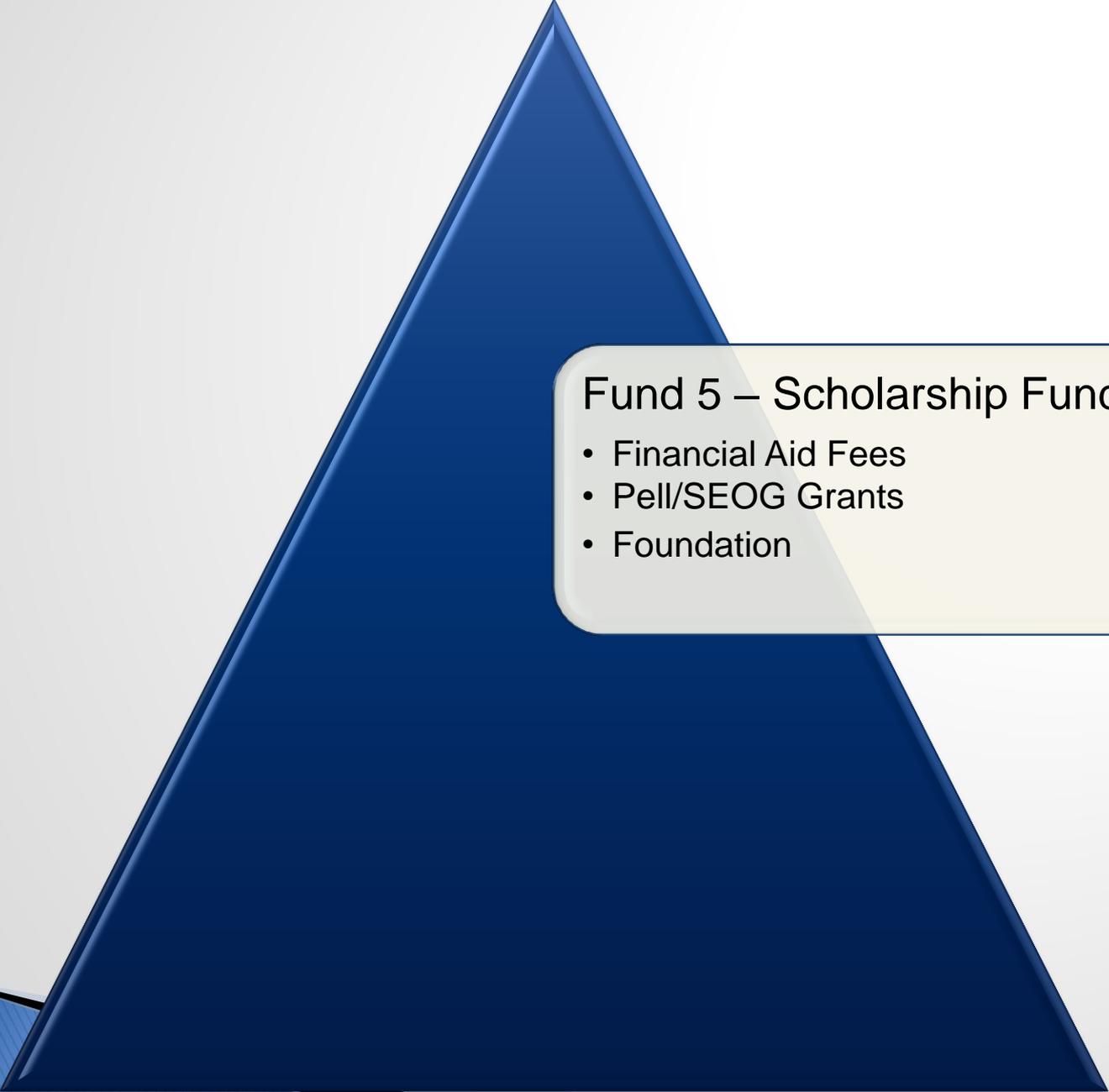
The diagram is a vertical flowchart with five rectangular boxes connected by downward-pointing arrows. The top and bottom boxes are green, while the middle three are blue. The text in each box represents a step in the budgeting process, starting with the total funding available and ending with the remaining contingency balance.

\$1.3M SGA Discretionary Budget

\$1.3M Athletics Budget

\$2.25M Campus-Based Student Activity Programs

\$250K Balance for Contingency



## Fund 5 – Scholarship Fund

- Financial Aid Fees
- Pell/SEOG Grants
- Foundation

# 2013-14 Scholarship Fund

\$63M Funding Available

```
graph TD; A["$63M Funding Available"] --> B["$53M Federal PELL & SEOG Grant Awards"]; B --> C["$2.7M Financial Aid Fee Scholarship Awards"]; C --> D["$6.3M State of Florida Scholarship Awards"]; D --> E["$1M SPC Foundation and Other Scholarship Awards"]; E --> F["$0 Surplus/Deficit"];
```

\$53M Federal PELL & SEOG Grant Awards

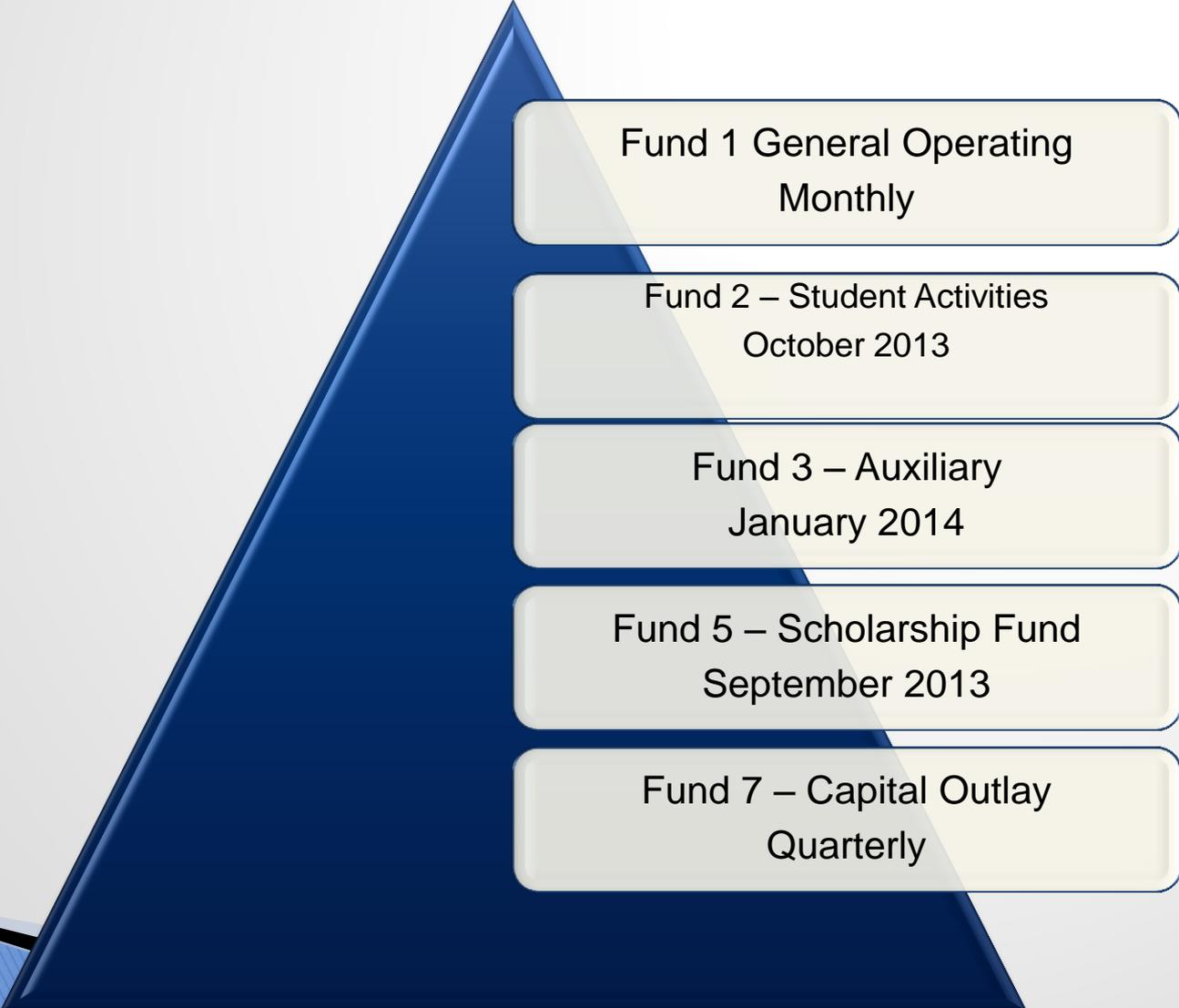
\$2.7M Financial Aid Fee Scholarship Awards

\$6.3M State of Florida Scholarship Awards

\$1M SPC Foundation and Other Scholarship Awards

\$0 Surplus/Deficit

# 2013-14 Budget Updates



Fund 1 General Operating  
Monthly

Fund 2 – Student Activities  
October 2013

Fund 3 – Auxiliary  
January 2014

Fund 5 – Scholarship Fund  
September 2013

Fund 7 – Capital Outlay  
Quarterly



*Within Reach*

St. Petersburg College

**SPC**

# New Baccalaureate Program Approval Process

May 2013



# Process for New Programs

- Collaborative Lab (March 21st)
  - to identify interests
  - to clarify internal/external timeframes
  - to clarify internal/external decision-making
  - to clarify roles/responsibilities of stakeholders



## Internal Proposal Components

May 2013

1. Career opportunities for Pinellas County residents
2. Fits SPC's mission
3. Distinctive Program
4. Partnership Potential
5. Resource sharing – One College
6. Enrollment Projections
7. Current labor market demand (local & national)
8. Start – up Costs



# Internal Proposal Timeline



# External Proposal Timeline

Spring 2014 Letter of Intent submitted to State



Program Sponsor completes Full State Proposal



Nov. 2014 BOT review Full Proposal for Approval



Jan/Feb 2015 State Approval



Fall 2015 New Program Implementation



# Questions

*Within Reach*

St. Petersburg College

**SPC**

# 10K Baccalaureate Program

May 2013



- Governor's Challenge
- No more than \$10,000 for tuition and fees (excludes textbooks)
- Technology Development and Management (2+2 design)
  - AS Degrees: 1. Computer Programming and Analysis; and 2. Web Development
  - BAS Concentrations: 1. Data Analytics; and 2. Software Development

## 10K Baccalaureate Degree

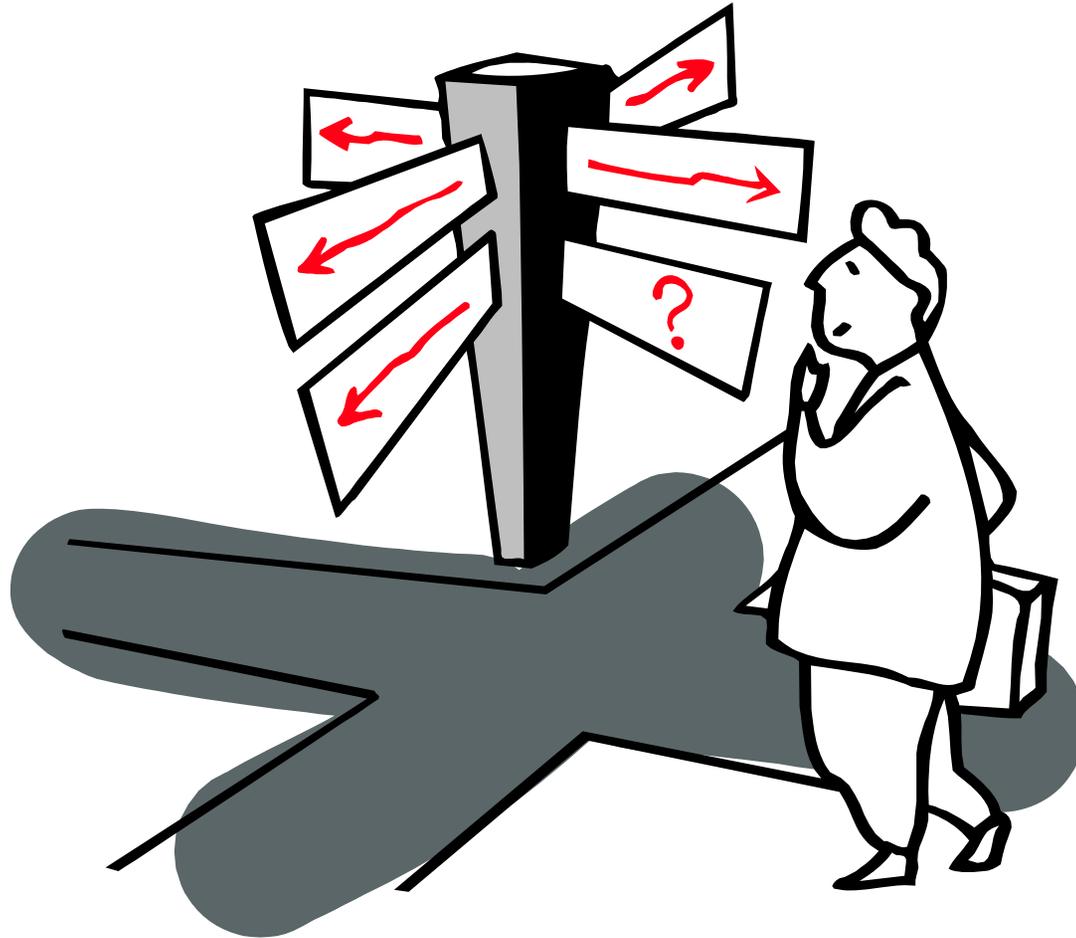


- **Eligibility**
  - Students must enter with 12-15 accelerated credits (AP, Dual Enrollment, CLEP, etc.)
  - Fulltime cohort
  - Continuously enrolled
  - Receive a 'C' or better in all classes
- **Workforce Emphasis**
  - Internship and work experience opportunities build to capstone course
  - Student will create a portfolio of work products

# 10K Degree Concept

- **Initial Fall Cohort (30-60 students)**
  - Identified 271 eligible high school students
  - Information and Registration session in June
  - Identify existing students that meet eligibility
  - Special Orientation Session
- **Next Year's Cohort**
  - Focus will be on recruiting high school students for next year's cohort

# 10K Degree Implementation



# Questions

*Within Reach*

St. Petersburg College

**SPC**

# Changes in Developmental Education

Senate Bill 1720

May 2013



# Legislative Intent

- Legislative Intent
  - *Strategic, customize developmental education delivery that improves student success. Directly enroll many more students in college level coursework.*
- Developmental Education
  - *Accelerated, modularized, contextualized and compressed coursework to successfully perform college level work.*



# Options of Choice

- Developmental Education Students Must Be Advised of Choices
- Choices Could Be:
  - Corequisite courses
  - Required tutoring
  - Extended time in Gateway Courses
  - Free online courses
  - Modularized course based on diagnostics



# Two Student Groups

1. Entered in 9<sup>th</sup> grade Florida public school 2003-2004  
(earned a standard HS diploma)
  2. Active duty member of U.S. Armed Forces
- One of three choices:
    - Choose not to participate in testing/ developmental education or;
    - be tested or;
    - be tested and enroll in developmental education.



# Developmental Education Timeline

|                          |  |
|--------------------------|--|
| <b>October 31, 2013</b>  | State Board rule to establish testing and developmental education exemption; exemption likely active January 2014.   |
| <b>December 31, 2013</b> | State Board rule to establish meta-majors and academic pathways. (meta-majors: set of courses that meet academic requirements that are common across several disciplines & specific programs of study) |
| <b>March 1, 2014</b>     | Submit developmental education plan to the Chancellor for approval   |
| <b>Fall 2014</b>         | Implements developmental education plan  |
| <b>October 31, 2015</b>  | Submits an annual accountability report to the Chancellor  |
| <b>December 31, 2015</b> | Chancellor to submit compiled annual accountability report to the Governor, President of the Senate, Speaker of the House of Representatives and State Board of Education                              |

# Current Practices

1. My Bridge to Success
2. Math MOOCs
3. Learning Support Center Focus
4. Fall Corequisite Composition I Pilot
5. Corporate Training Self-paced Math Remediation (\$99)
6. Developmental Education Council



# Additional Needs

- Collaborative Lab – June 4<sup>th</sup>, 2013
  1. Pre-test Orientation and Advising
  2. Additional Intrusive and Proactive Advising Training for Developmental Education
  3. Professional Development to Certify Instructors (34 Full-time / 102 Part-time)
  4. Additional Accelerated Developmental Education Options
  5. Additional built in success strategies for Gateway Courses

# Questions

