The Board of Trustees of St. Petersburg College met on Tuesday, January 15, 2013 at the St. Petersburg College EpiCenter, 13805 – 58<sup>th</sup> Street N., Largo, Florida. The following Board members were present: Chairman Deveron M. Gibbons, Bob Fine, Vice Chair, Terrence E. Brett and Dale Oliver. Also present were William D. Law, Jr., President of St. Petersburg College and Secretary to the Board of Trustees, and Joseph H. Lang, Board Attorney. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

#### NOTICE OF MEETING

#### BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 8:30 a.m. on Tuesday, January 15, 2013, at the EpiCenter (Rm. 1-453), 13805 58th Street North, Largo, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are no rules being presented for adoption or amendment at this meeting.

A copy of the agenda may be obtained within seven (7) days of the meeting on the SPC Board of Trustees website at www.spcollege.edu, or by calling the Board Clerk at (727) 341-3241.

If any person wishes to appeal a decision made with respect to any matter considered by the Board, he or she will need a record of the proceedings. It is the obligation of such person to ensure that a verbatim record of the proceedings is made. Section 286,0105, Florida Statutes.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency five business days before the meeting by contacting the Board Clerk at 727-341-3241. If you are planning to attend the meeting and are hearing impaired, please contact the agency five business days before the meeting by calling 727-791-2422 (V/TTY) or 727-474-1907 (VP).

January 4, 2013

13-00125

**13-001.** In accordance with the Administrative Procedure Act, the following Agenda was prepared:

#### **AGENDA**

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES TUESDAY, JANUARY 15, 2013

EPICENTER MEETING ROOM (1-453) 13805 – 58<sup>TH</sup> STREET N. LARGO, FLORIDA

**REGULAR 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 None
- B. Recognitions/Announcements
  - 1. Mr. Bill McCloud (Foundation)

#### III. COMMENTS

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

#### IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of November 20, 2012

Board of Trustees Strategic Planning Workshop December 11, 2012

#### V. MONTHLY REPORTS

- A. Board Attorney Joseph H. Lang
- B. Acting General Counsel Suzanne Gardner
- C. Dr. Phil Nicotera, Provost, Health Education Center; Dr. Jonathan Steele, Dean, Humanities and Fine Arts
- D. Faculty Senate Dr. Richard Mercadante, FGO President\*

#### VI. OLD BUSINESS (items previously considered but not finalized) – None

#### VII. NEW BUSINESS

- A. STUDENT SUCCESS AND ACHIEVEMENT (Information)
  - Who's Here Update\* (Dr. Coraggio & Dr. Rinard)
  - 2010 Cohort Tracking\* (Dr. Coraggio & Dr. Rinard)
  - Student Success Metrics (Dr. Coraggio)
- B. BIDS, EXPENDITURES AND CONTRACTS (through Purchasing)
  - 1. Quarterly Informational Report of Exempt and Non-Exempt Purchases (*Information*)

2. Quarterly Information Report on Contract Items (*Information*)

#### C. OTHER EXPENDITURES AND CONTRACTS

- 1. Regional Reverse Transfer Memorandum of Understanding (*Action*)
  - a. Memorandum attachment
  - b. Joint Resolution attachment
- 2. Memo of Understanding Tampa Bay Educational Partnership (*Action*)
  - a. Memorandum attachment

#### D. GRANTS/RESTRICTED FUNDS CONTRACTS

- 1. Application/Acceptance
  - a. Workforce Florida, Inc. Florida Department of Commerce Quick Response Training Grant (Power Design) (*Action*)
  - b. National Science Foundation—Hillsborough Community College, Regional Advanced Technology Center Grant Extension (*Action*)

### E. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

- 1. Lease Agreement between St. Petersburg College and the Honorable C.W. Bill Young, Member of the U.S. House of Representatives, for a Lease of Office Space at the Seminole Library Addition, Seminole Campus (*Action*)
  - a. Lease Agreement attachment
- 2. Lease Agreement between St. Petersburg College and the Honorable Gus Bilirakis, Member of the U.S. House of Representatives, for a Lease of Office Space at the Olympia Building, Tarpon Springs Campus (*Action*)
  - a. Lease Agreement attachment
- 3. Quarterly Informational Report of Construction Contract Approvals Not Exceeding \$325,000 (*Information*)

- 4. Tarpon Springs Campus Land Sale Agreement with R.K.M. Development Corporation (*Action*)
  - a. Purchase and Sales Agreement
  - b. Concept Plan map
- F. AGENCY BILLINGS None
- G. ADMINISTRATIVE MATTERS
  - 1. Human Resources
    - a. Personnel Report (Action)
  - 2. Finance
    - a. FY12-13 July 1 December 31 Fund 1 Financial Report (*Information*)
  - 3. Other
    - a. St. Petersburg College Mission, Vision, and Values (*Action*)

#### H. ACADEMIC MATTERS

- 1. Academic Calendar (*Action*)
  - a. Calendar attachment
- 2. Credit Curriculum (*Action*)
  - a. Sign Language Interpretation AS Sample Program Plan attachment
  - b. Paralegal BAS Sample Plan Program attachment
- 3. Noncredit Curriculum (*Action*)
- I. PROPOSED CHANGES TO BOT RULES MANUAL Public Hearing NONE

#### VIII. PRESIDENT'S REPORT

#### IX. FUTURE AGENDA ITEMS

#### X. NEXT MEETING DATE AND SITE

February 19, 2013, Health Education Center

#### XI. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting January 15, 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: January 4, 2013

Confirmation of Publication

Notice of meeting

#### 13-002. Under Item I, Call to Order

The meeting was convened by Chairman Gibbons at 8:30 a.m. The invocation was given by Mr. Brett and was immediately followed by the Pledge of Allegiance.

#### 13-003. Under Item II, Preliminary Matters

Chairman Gibbons welcomed the newest Board member, Mr. Dale Oliver. Mr. Oliver expressed his gratitude for the opportunity to serve on the Board. Dr. Law thanked Chairman Gibbons for his work with the Governor to fill the Board position. Chairman Gibbons commented that he hoped to get another Board position vacancy filled.

Mr. Nick Billiris, retired former Provost of the Tarpon Springs campus, presented information regarding the sale of land at the Tarpon Springs campus to DDM Development Company, LLC. The land under consideration is 9/10 of an acre. Mr. Billiris asked the Board to consider this transaction as futurists and the potential revenue loss if the property is sold. He provided information regarding the growth of the Tarpon Springs Campus and acquisition of property to support that growth. His recommendation to the Board was that they keep their options open since once the land is sold, it could not be reacquired.

#### 13-004. Under Item II-B, Recognitions/Announcements

Recognitions/Announcements – Ms. Frances Neu, Vice President for Institutional Advancement and the Executive Director of the St. Petersburg College Foundation, presented an award to Mr. Bill McCloud, Senior Vice President of Veolia Transportation in recognition of his recent establishment of the Willie (Bill) McCloud/Veolia Transportation Scholarship at St. Petersburg College. He and his wife Elaine recently partnered with Veolia to create this \$50,000 endowed scholarship which will provide assistance to students pursuing a degree in one of the STEM programs (Science, Technology, Engineering and Mathematics).

Mr. McCloud expressed his gratitude for being honored at the Board meeting. He expressed the importance of giving back to the community. He considers education to be the window of opportunity and said that the United States will have to compete globally in order to be successful. He stated that the community college is going to help the country get back on its feet in terms of employment. He said that the endowment has given over 45 scholarships and that he is looking forward to doing more. Mr. Brett thanked Mr. McCloud for his generosity and support of the college. Chairman Gibbons also thanked Mr. McCloud for his role as a mentor and friend.

Mr. J.R. Lenges, Career Service Council Vice Chair, presented information to the Board regarding the upcoming Emeritus Luncheon for Career Services Employees. Mr. Lenges recognized the St. Petersburg College Foundation and the Human Resources Department for their support of this event. Recipients of the ten awards that will be distributed at the luncheon will be presented with a plaque like one that Mr. Lenges showed to the Board. He invited the Board members to attend the luncheon.

#### 13-005. Under Item III, Comments

Opportunity was given for comments from the Board Chair, Board Members and the President.

Dr. Law announced the opening of the new Ethics and Social Sciences Building on the Clearwater Campus. Dr. Stan Vittetoe shared a brief presentation of the building and commented that it allowed for the removal of 17 portable buildings from the campus. The three-story building is 45,000 square feet and contains 26 classrooms of different sizes. The open lobby will allow for the expansion of the food service area and is a comfortable space for students to gather. He thanked the Board for their support of this project.

Dr. Law informed the Board that the College is still waiting for details on Governor's Scott budget. Dr. Law met with the Governor's staff before the holidays and shared that they said nice things about the Florida college system. He also informed the Board that the Trustees Annual Legislative Conference is February 4<sup>th</sup> and 5<sup>th</sup> and encouraged their attendance.

Chairman Gibbons asked Dr. Law why St. Petersburg College was not named in a recent Florida Trend Magazine article about top colleges in the nation.

Dr. Law responded that the Aspen Institute, who compiled the study, was looking for a demonstration of the use of data and information that drive changes. At that time, it was felt that St. Petersburg College was not yet ready to compete in that area, but would compete next time.

#### 13-006. Under Item IV, Review and Approval of Minutes

The minutes of the November 20, 2012 Meeting of the Board of Trustees of St. Petersburg College and minutes of the December 11, 2012 Workshop of the Board of Trustees of St. Petersburg College were presented by the chairman for approval. Mr. Brett moved approval of the minutes as submitted. Mr. Fine seconded the motion. The motion passed unanimously.

#### 13-007. Under Item V, Monthly Reports

Under Monthly Reports, Chairman Gibbons requested a report of any new business from Mr. Joseph Lang, Board Attorney and Ms. Suzanne Gardner, Acting General Counsel. There were no reports from Mr. Land or Ms. Gardner.

Chairman Gibbons called upon designated provosts and the Faculty Senate president to share their monthly reports.

Dr. Phil Nicotera, Provost, Health Education Center, presented information about Specialized and Programmatic Accreditation. He stated that the accrediting bodies in the Health Services areas provide the College with specific standards on curriculum, hours of clinical training, faculty preparation (degrees), benchmarks for retention of students, graduation rates and licensure exam pass rates. The College does this to assure students that we have the programs which will warrant that students are ready for employment. Also, potential employers will know that their new employees will have skills necessary for the job. Dr. Nicotera shared the accreditation schedule with the Board and noted that the average accreditation period is six to seven years. There is an accreditation visit almost every year.

Dr. Law shared that every one of the accreditation reports has had a stellar rating with some side comments citing that the quality of the programs is excellent.

Dr. Jonathan Steele, Dean, Humanities and Fine Arts, presented information regarding the Fine Arts Programs. He cited the works of several students and shared study data around how Fine Arts programs relate to student success. He shared that, despite the economic downturn in 2010, the arts generated \$135B in economic activity in the U.S. He expressed gratitude to Dr. Law and the Board for their support of the Fine Arts programs.

Dr. Richard Mercadante, Faculty Governance Organization President, presented an update to the Board regarding the recent change to General Education requirements from 36 to 30 credits. There is a State committee that will decide the content of the first 15 credits, but the individual colleges will decide the makeup of the remaining 15 credits. On Friday, January 11, 2013, the deans and some faculty members of the General Education courses as well as personnel from other disciplines met in the Collaborative Labs to establish shared values as the foundation of the

General Education courses. He shared the final value proposition statement with the board: "St. Petersburg College's well-rounded General Education curriculum and passionate, quality faculty provide a foundation for active lifelong learning, local and global civic engagement, and personal and professional success for a diverse student population through ethical behavior, communication, and critical thinking skills." The next step is a college-wide survey inviting everyone to provide input for the courses that will make up General Education. There is a committee who will then make a recommendation which will be finalized in April. These will take effect for the Fall semester of 2014.

#### 13-008. Under Item VI, Old Business

None

#### 13-009. Under Item VII-A, Student Success and Achievement

Under New Business, the president called upon Dr. Patrick Rinard, Associate Vice President of Enrollment Management, and Dr. Coraggio, Associate Vice President, Institutional Effectiveness, Research, and Grants, who presented information under Item VII-A, Student Success and Achievement.

#### • Who's Here Update (Dr. Coraggio & Dr. Rinard)

Dr. Coraggio and Dr. Rinard provided the Board with an update on the demographics of the current student population. Using the Business Intelligence System, they demonstrated how data can be retrieved and analyzed in real-time. It was noted that there is an overall decrease of student semester hours, headcount enrollment, new student enrollment and financial aid applications. The proportionate number of students receiving financial aid remained flat over last year. There has been a proportionate increase of part-time students versus full-time students.

#### • 2010 Cohort Tracking (Dr. Coraggio & Dr. Rinard)

Dr. Coraggio and Dr. Rinard shared information on the enrollment of First Time in College (FTIC) students and compared this to last year's enrollment. An area of concern is the decrease in the number of African-American Males, which was down 27%. Dr. Law cautioned the Board to look at both the number and the percentage because the percentage can be misleading when considering a relatively small population. Even with this, however, there are a number of initiatives in place to address this issue. Mr. Oliver asked if it was possible to look at a longer period of time, such as five years of data versus a one-year picture. Dr. Coraggio responded that it was possible to access the data warehouse for more detailed and longer-term information. Dr. Law added that if the data were considered that way, there would be an overall upward trend and that the stoppage of growth is what is of concern. Chairman Gibbons added that if the trend continues, it is of concern and deserves further attention. He stressed that retention is an important indicator to watch and that it has gone up.

Mr. Oliver asked if other colleges have similar data against which St. Petersburg College could compare itself. Dr. Law replied that the fact that St. Petersburg College's data is real-time is unique but that trend data is available from the other colleges. Dr. Law noted that the African-

American Male population has been hit the hardest in terms of meeting the new financial aid requirements. He noted that the College does a good job of delivering financial aid to students of color, but is often too late with the support systems required to retain them. Chairman Gibbons remarked that these new support systems will take some time to work.

#### • Student Success Metrics (Dr. Coraggio)

Dr. Coraggio explained that the success rate measure reflects the number of positive grades over the total of all grades. In the Fall of 2011-12, the success rate was 73.9%. At that time, Dr. Law requested that initiatives be implemented to "move the needle" on this metric. The data is broken down by campus and overall, the College is down about 0.02%. The best improvement in student success has been at the Downtown/Midtown campus at 3.5%. The other campuses were relatively flat except for the EpiCenter which was down 5.3%. When the data is examined by modality, the lowest performance was in independent study, which is also the smallest population.

Dr. Coraggio commented that the next steps included expanding the Early Alert system to include the gateway courses and defined a gateway course as those courses which are required to be taken, have a high enrollment rate but poor success rate. He noted that there was a significant improvement in the two gateway computer courses. Students can take these two courses as general education requirements.

Chairman Gibbons noted that it appears that the College has made an effort to focus on minority students. Specifically, at the Downtown/Midtown campus, Dr. Gordon is making big strides and at the Clearwater Campus, Dr. Vittetoe is doing a great job. Dr. Law commented that the discipline and plan is in place and that the College would continue with that plan. Chairman Gibbons added that these plans have been in place for only two years and they need time to work.

Mr. Brett asked Dr. Law what he was concerned about and what he was doing to address those concerns. Dr. Law replied that he would like to see an overall 10% increase in student success. He expressed concern that students come to the College but get away before they are fully engaged. He noted that the Learning Plan is sound, but not all the pieces are together to have a highly effective early warning plan. He noted that the staff involved in the Early Alert system has asked for more training since the students are presenting issues that the counselors do not feel equipped to handle.

Mr. Brett stated that Dr. Law is putting a lot of credence into the College Experience and the Learning Plan initiatives and asked what number of participants he would like to see for next year. Dr. Law explained that the 5 X 180 Plan has been extended for another 90 days. The initiatives are reviewed every week and asked if he could answer Mr. Brett's question in 60 days. He added that he was sure the College would be at 10,000 students with Learning Plans by the Fall Semester. He acknowledged that the counseling piece needs more work. He commended

the Provosts for their excellent work on this College Experience Initiative. Also, he noted that there are 4,600 employees going through training.

#### 13-010. Under Item VII-B, Bids, Expenditures and Contracts

The Board considered Items VII-B.1-2 under Bids, Expenditures and Contracts (through Purchasing). Item VII-B.1-2 was accepted as information only.

#### 13-011. Under Item VII-C, Other Expenditures and Contracts

The Board considered Items VII-C.1-2 under Other Expenditures and Contracts. Mr. Brett moved approval of Items VII-C.1-2. Mr. Fine seconded the motion. The motion passed unanimously.

#### 13-012. Under Item VII-D, Grants/Restricted Funds Contracts

The Board considered Items VII-D.1a-b, Applications for and Acceptance of Grants/Restricted Funds (if awarded). Mr. Brett moved approval. Mr. Fine seconded the motion. The motion passed unanimously. There was no further discussion of these items.

### 13-013. Under Item VII-E, Capital Outlay, Maintenance, Renovation, and Construction

The Board considered Capital Outlay, Maintenance, Renovation, and Construction Items VII-E.1-4. Item VII-E.3 was accepted as information only.

Dr. Duncan, Senior Vice President of Administrative/Business Services and Information Technologies, presented information regarding the Tarpon Springs Campus land sale agreement. GMM Development Company, LLC is asking for an L-shaped piece that wraps around a piece of the property that they already own. This piece is currently used for parking and is not a high use area. Dr. Duncan expressed that the sale of this property would address three issues. First, the parking area would be replaced elsewhere on the campus property. Secondly, there is a drainage issue that would be addressed by reconfiguring the entrance to the parking lot. Thirdly, by reconfiguring the parking lot, the visibility to the building would also be improved.

Mr. Fine asked what percentage of the entire Tarpon Campus is available for further development. Dr. Duncan replied that one-half to one-third of the Olympia Building is still open. Dr. Conferlete Carney addressed the Board on this issue. He stated that a campus master plan was codified in 2012. Both an architect and an expert in demographics were hired. The projected growth for the campus and the County were both examined and it is estimated that the Campus can be expanded over the next 20 years and more than double the full time enrollment (FTE) which would accommodate 7,200 FTE students. He stated that the sale of this property would have no impact on the master plan and that he fully supported the sale of the property.

Mr. Oliver asked if the drainage and entrance issues were included in the current price or were over and above the stated price. Dr. Duncan explained that these two issues would be additional expenses and that it would be approximately \$750K to \$800K in total. Chairman Gibbons

requested that these provisions be put in writing and asked if the College has the first right to buy back the property should it come back up for sale. Dr. Law asked that the Board move to approve in principle and stated that a final contract would be presented to the Board next month for approval.

Mr. Brett moved approval of Items VII-E.1-2 and E.4. Mr. Fine seconded the motion. The motion passed unanimously.

#### 13-014. Under Item VII-F, Agency Billings

None

#### 13-015. Under Item VII-G, Administrative

The Board considered Personnel Items VII-G.1-. Mr. Brett moved approval. Mr. Fine seconded the motion. The motion passed unanimously.

Information regarding these items is as follows:

Human Resources – no further information.

#### Finance

Dr. Duncan reviewed the monthly financial report. He informed the Board that revenue was down and that work is being done to bring spending in line and has been reduced \$600k already. He also stated that at the half-way point of the year, expenditures are all at or below 50%. Dr. Law commented that it would probably be a \$3M problem in July. He said he was waiting to see the Governor's proposal and that plans would be in accordance with that.

#### Other – St. Petersburg College Mission, Vision and Values

Ms. Jamelle Connor, Associate Vice President of Business Services, presented information regarding the College mission statement. The mission statement was last reviewed in 2009. The review committee focused on streamlining the mission statement as well as developing the vision and values for the College. Committee members represented a variety of departments across the College. Some common themes arose from their work over the past six months. Ms. Connor shared the graphic of the new mission, vision and values with the Board and described how it would be displayed in multiple locations and on various communication pieces.

#### 13-016. Under Item VII-H, Academic Matters

The Board considered Item VII-H. Mr. Fine moved approval. Mr. Brett seconded the motion. The motion passed unanimously.

#### Academic Calendar

Dr. Law commented that a lot of work was spent on finalizing the Academic Calendar and it needs to be submitted for approval. He also shared that this time next year, there would be only three days to get students enrolled and a waiver has been requested to extend that enrollment

period. Efforts are also being made to align with the USF and Pinellas County School System calendars.

Credit Curriculum – no discussion.

Noncredit Curriculum - no discussion.

#### 13-017. Under Item VII-I, Proposed Changes to BOT Rules Manual

None

#### 13-018. Under Item VIII, President's Report

Under the President's Report, Dr. Law discussed the following:

Dr. Law informed the Board that progress was being made on the development of a \$10K Bachelor's degree in Technology Management. Efforts are being made to broaden the intake so that students can bring credits into the program at the start. Specifically, military and prior learning will be examined for possible credits. He shared that the Bachelor's programs have capstone projects and working with industry is a possible addition to this degree program. It would allow students to work and get credit simultaneously. He mentioned that other colleges that are working on this initiative have a plan to charge students for 12 hours and allow them to take 15 hours. This approach is getting good response from the faculty. The college is working closely with Tallahassee on this. The State is giving the Boards and local authorities some flexibility to work out how to create these programs. Once this initial program is complete, there are two or three others that are candidates for this initiative.

Dr. Law said that the program would use the existing faculty with a tighter structure and learning resources. There would be additional weight placed on internships and the College Experience. He commended Dr. Sharon Setterlind, Dean, College of Computer and Information Technology, for her work on this initiative. He stated that there will be one more meeting with Governor Scott in early February and that the Board would be kept informed.

Mr. Brett commented that he was glad for the requirement of a completed Learning Plan. Dr. Law added that it is hoped that students in high school taking dual enrollment would also do a Learning Plan.

Dr. Law informed the Board that the Midtown Campus project was very close to an agreement. The Board can expect to review the agreement at next month's Board meeting.

#### 13-019. Under Item IX, Future Agenda Items

Under Future Agenda Items, Chairman Gibbons asked Dr. Law for a report on what accommodations the College is making for students with disabilities. He also commended Dr. Law for his work on the Midtown project. In addition, Mr. Fine asked for a report on what the

College is doing in the area of marketing. Dr. Law stated that both a Marketing Plan and Disability Resource presentations would be scheduled for the February meeting.

#### 13-020. Under Item X, Next Meeting Date and Site

The Board confirmed its next meeting date and site as Tuesday, February 19, 2013, 8:30 a.m., at the Health Education Center.

#### 13-021. Under Item XI, Adjournment

Having no further business to come before the Board, Chairman Gibbons adjourned the meeting at 10:36 a.m.

William D. Law, Jr.

**Deveron Gibbons** 

Secretary, Board of Trustees St. Petersburg College FLORIDA Chairman, Board of Trustees St. Petersburg College FLORIDA

# Attachments Board Memos and Supplemental Materials

# Board of Trustees Meeting January 15, 2013

January 15, 2013

#### MEMORANDUM

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

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

**SUBJECT:** Special Foundation Recognition

Bill McCloud is Senior Vice President of Veolia Transportation, a leading operator of multiple modes of transportation in North America, including bus, rail, paratransit, shuttle and taxi services. Veolia Transportation is a division of Veolia Environment, an international corporation headquartered in Paris, France, with locations in 68 countries, 320,000 employees, with annual revenue of \$48 billion.

Mr. McCloud joined the St. Petersburg College Foundation Board of Directors in July 2011. He and his wife Elaine recently partnered with Veolia to establish the Willie (Bill) McCloud/Veolia Transportation Scholarship at St. Petersburg College. This \$50,000 endowed scholarship will provide assistance to students pursuing a degree in one of the STEM programs (Science, Technology, Engineering and Mathematics).

Bill is also the President of the Gibbs Junior College Alumni Association and a member of the SPC Alumni Association. In addition to earning a degree from SPC, Bill received a Bachelor's degree from Pepperdine University and a Master's Degree from Webster University. Bill served in the military for 20 years, retiring as Chief Warrant Officer in the Army Corp of Engineers. He was appointed the Army's Chief Engineer for Maintenance on power generation, rail, and marine equipment---the highest ranking warrant officer position in the army.

Bill McCloud recently received the annual Benefactor Award from the Council for Resource Development. He was one of seven people recognized nationally for his outstanding leadership and support.

# Specialized/Programmatic Accreditation

- 12/15 Health Programs AS and BAS
- Sets program specific standards:
  - for curriculum, clinical training, faculty preparation, retention, graduation and licensure exam pass rates...
- Benefits
  - o Students
    - ensures a quality academic program that meets national standards in the profession.
  - Employers



Program	Accrediting Body	Last Reaccreditation	Next Reaccreditation
Dental Hygiene (A.S.) (B.S. has no specialized accreditation.)	Commission on Dental Accreditation, American Dental Association	2012	2019
Emergency Medical Services (A.S.)	Commission on Accreditation of Allied Health Programs	2010	2015
Funeral Services (A.S.)	American Board of Funeral Services	2009	2015
Health Information Management (A.S.)	Commission on Accreditation for Health Informatics and Information Management	2004	2013
Nursing (A.S.)	National League for Nursing Accrediting Commission	2012	2020
Nursing (B.S.)	Commission on Collegiate Nursing Education	2011	2022
Orthotics & Prosthetics (B.S.)	Commission on Accreditation of Allied Health Education Programs	2009	2013
Physical Therapist Assistant (A.S.)	American Physical Therapy Association, Commission on Accreditation in Physical Therapy Education	2008	2017
Radiography (A.S.)	Joint Review Committee on Education in Radiologic Technology	2010	2018
Respiratory Care (A.S.)	Commission on Accreditation for Respiratory Care	2008	2017
Veterinary Technology (A.S.)	American Veterinary Medical Association	2011	2017
Veterinary	American Veterinary Medical Association	2011	2017





# **SPC Fine Arts and Student Success**





# Students In the Arts have:

- Higher achievement results
- Lower drop-out rate
- Increased student engagement
- Better attendance
- Improved skills essential for reading and language development
- Higher motivation levels
- Sources: Americans for The Arts and Florida Alliance for Arts Education

# FGO Faculty Governance Organization

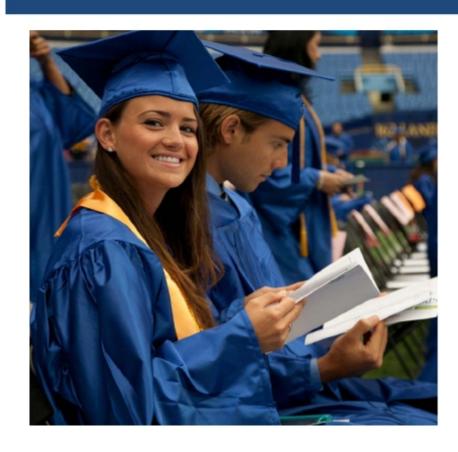
update on state-mandated reduction of general education requirements

### Value Proposition for SPC's Gen Ed:

"St. Petersburg College's well-rounded General Education curriculum and passionate, quality faculty provide a foundation for active lifelong learning, local and global civic engagement, personal and professional success for a diverse student population through ethical behavior, communication, and critical thinking skills."



# Who's Here Spring 2013



BOT Meeting
January 2013



# All Students

- Headcount down less than SSH (students taking fewer credits) -0.7% headcount; -2.7% SSH
- Part-time up 3% and Full-time down 9%
- Lower Division down 2.8%; Upper Division down 1.9%
- New students down 4.9%
- Continuing and Readmitted students flat
- Increase in Asian students 3.4%
- Increase in Hispanic/Latino students 13%
- Increase in 22-25 year-old segment 2.4%
- Decrease in Financial Aid recipients 3%

# **Noteworthy Observations**

SSH = Student Semester Hours





### FTIC Students

- Headcount down 8.5%
- Part-time down 5% and Full-time down 15%
- SSH down 7.6%
- Hispanic/Latino headcount up 11%
- African American down 26.7%,
   African American males down 34.7% (n=144 to 94)
- 22-25 year-old segment flat

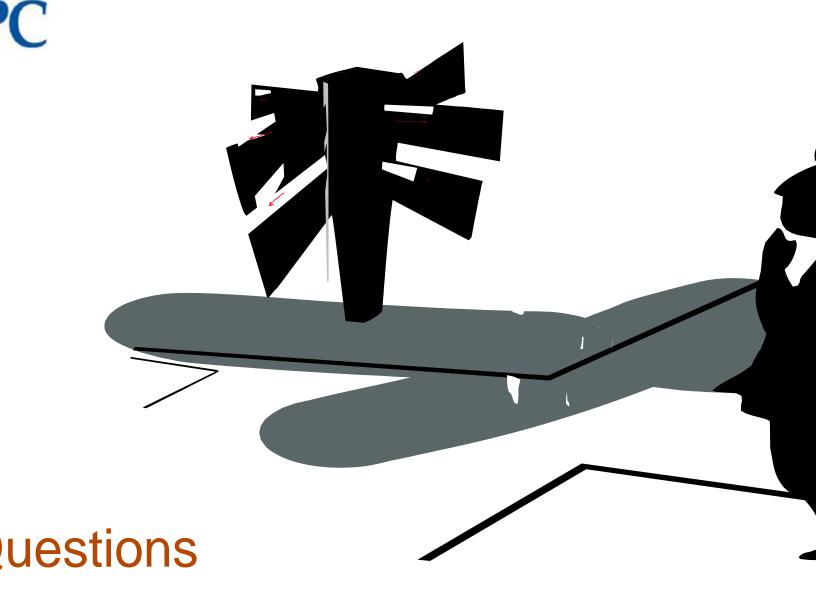
# **Noteworthy Observations**



FTIC = First Time in College, SSH= Student Semester Hour

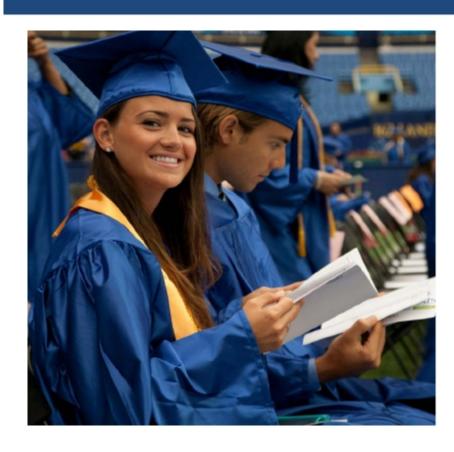


### **Board of Trustees Meeting**





# Fall 2010 Cohort Tracking



BOT Meeting

January 2013



### Fall 2010 Cohort

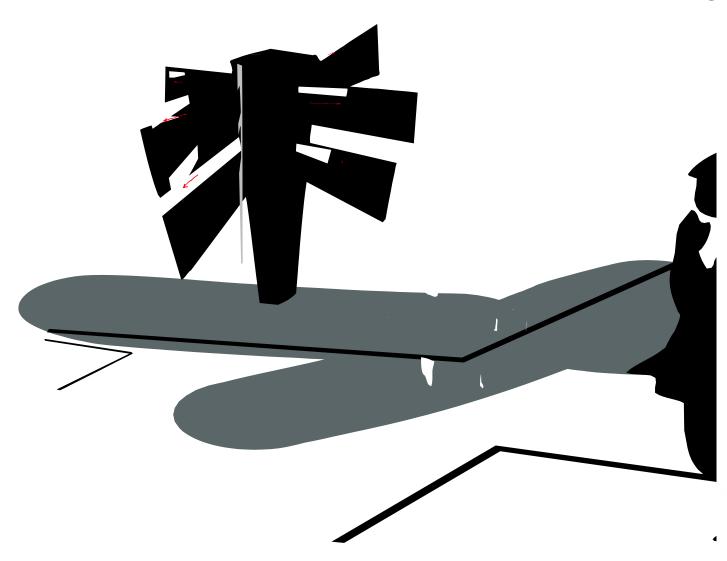
- Overall Fall-to-Spring: 84%; Fall-to-Fall: 65%; Through Spring 2013: 35%; Grad Rate 8%
- Full-time: 38%; Part-time: 32%
- Online Only (start of the term): 30% (n=270)
- Non-Financial Aid (start of the term): 29%;
  - Financial Aid (start of the term): 39%;
- 22-25 year old (start of term): 28%
- Female: 38%; Male: 32%
- Black/African American (AA): 26%
  - AA Female: 30%; AA Males: 19%

# Noteworthy Observations





### Board of Trustees Meeting 2013

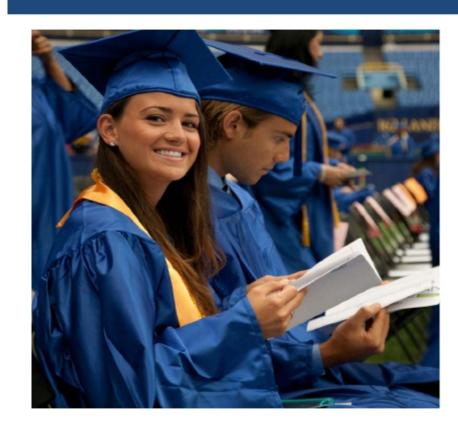








# Course Success Rates



BOT Meeting

January 2013

### **Board of Trustees Meeting**



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

A, B, C A, B, C, D, F, W, WF, I

Note; Excludes Pass/Fail Grading basis courses and audits

# Course Success Rates





Fall and Spring 2011-12	Number of Grades	Success Rate
Overall SPC	195,647	73.9%
Allstate Center	5,256	87.6%
Clearwater Campus	37,235	72.7%
Downtown/Midtown	10,069	64.2%
Electronic Campus	26,376	70.7%
EpiCenter	2,582	87.4%
Health Education Center	19,240	88.8%
Open Campus	2,391	95.1%
Seminole Campus	23,584	70.8%
St Petersburg/Gibbs Campus	40,075	70.7%
Tarpon Springs Campus	28,839	73.4%

Note; Excludes Pass/Fail Grading basis courses and audits

# Overall and Campus Benchmarks





### Board of Trustees Meeting 2013

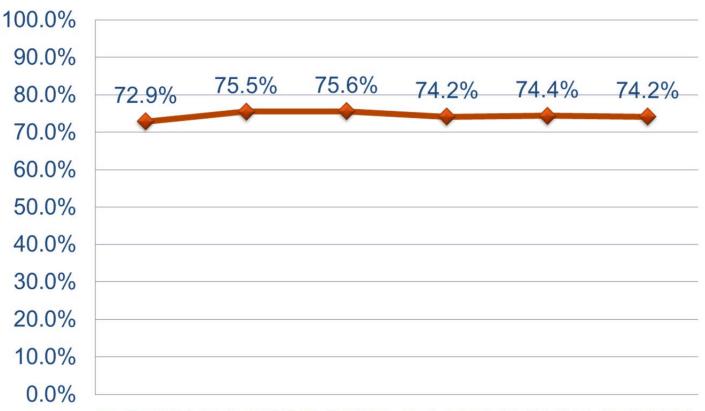
	Fall 2011 Success Rate	Fall 2012 Success Rate	Difference
Overall SPC	74.4%	74.2%	-0.2%
Allstate Center	88.2%	88.1%	-0.1%
Clearwater Campus	73.4%	73.8%	0.4%
Downtown/Midtown	64.8%	68.3%	3.5%
Electronic Campus	71.7%	70.5%	-1.2%
EpiCenter	88.8%	83.5%	-5.3%
Health Education Center	88.8%	89.1%	0.3%
Open Campus	95.3%	93.6%	-1.7%
Seminole Campus	72.1%	70.3%	-1.8%
St Petersburg/Gibbs Campus	71.0%	72.3%	1.3%
Tarpon Springs Campus	73.9%	71.7%	-2.2%

Note; Excludes Pass/Fail Grading basis courses and audits

# Fall Comparison







Fall 2007 Fall 2008 Fall 2009 Fall 2010 Fall 2011 Fall 2012

# Fall Trend Comparison





### Board of Trustees Meeting 2013

	Fall 2011 Success Rate	Fall 2012 Success Rate	Difference
Overall SPC	74.4%	74.2%	-0.2%
Male	72.0%	71.5%	-0.5%
Female	76.1%	76.0%	-0.1%

Note; Excludes Pass/Fail Grading basis courses and audits

# Gender Comparison





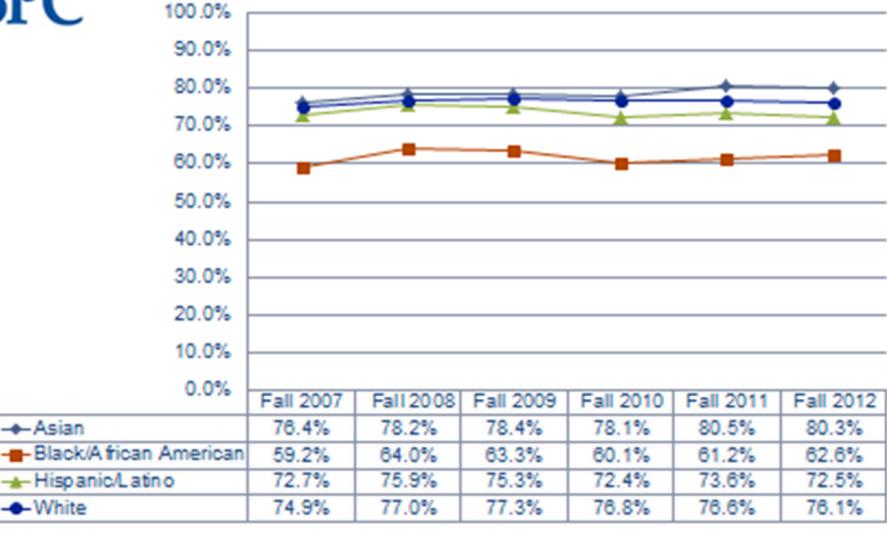
	Fall 2011 Success Rate	Fall 2012 Success Rate	Difference
Overall SPC	74.4%	74.2%	-0.2%
Asian	80.5%	80.3%	-0.2%
Black/African American	61.2%	62.6%	1.4%
Hispanic/Latino	73.6%	72.5%	-1.1%
White	76.6%	76.1%	-0.5%

# Note; Excludes Pass/Fail Grading basis courses and audits Ethnicity Comparison



### Board of Trustees Meeting

2013



# Ethnicity Trend Comparison





	Fall 2011 Success Rate	Fall 2012 Success Rate	Difference
Overall SPC	74.4%	74.2%	-0.2%
21 and Under	73.1%	72.8%	-0.3%
22-25	71.1%	71.7%	0.6%
26-35	75.5%	75.5%	0.0%
36+	79.4%	78.1%	-1.3%

Note; Excludes Pass/Fail Grading basis courses and audits

# Age Comparison

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





	Fall 2011 Success Rate	Fall 2012 Success Rate	Difference
Overall SPC	74.4%	74.2%	-0.2%
Blended	73.6%	73.6%	0.0%
Face-to-Face	74.8%	74.8%	0.0%
Independent Study	95.1%	91.2%	-3.9%
Online	73.6%	73.1%	-0.5%

Note; Excludes Pass/Fail Grading basis courses and audits

# Modality Comparison

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





#### Board of Trustees Meeting 2013

	Fall 2011 Success Rate	Fall 2012 Success Rate	Difference
Overall FTIC	70.6%	69.0%	-1.6%
Asian	84.2%	81.3%	-2.9%
Black/African American	59.0%	57.0%	-2.0%
Hispanic/Latino	68.0%	69.9%	1.9%
White	72.6%	70.9%	-1.7%

Note; Excludes Pass/Fail Grading basis courses and audits





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



Gateway Courses	Fall 2011 Success Rate	Fall 2012 Success Rate	Difference
Overall SPC	74.4%	74.2%	-0.2%
Intermediate Algebra (MAT1033)	58.7%	55.5%	-3.2%
Basic Computer & Info Literacy (CGS1070)	55.2%	72.6%	17.4%
Elementary Statistics (STA2023)	64.1%	63.1%	-1.0%
College Algebra (MAC1105)	64.2%	60.3%	-3.9%
The College Experience (SLS1101)	67.0%	64.3%	-2.7%
Computer Applications (CGS1100)	62.8%	70.7%	7.9%
Human Anatomy & Physiology I (BSC2085)	66.2%	64.0%	-2.2%
Composition I (ENC1101)	73.7%	69.9%	-3.8%
Financial Accounting (ACG2021)	68.5%	64.4%	-4.1%

Note; Excludes Pass/Fail Grading basis courses and audits

## Next Steps





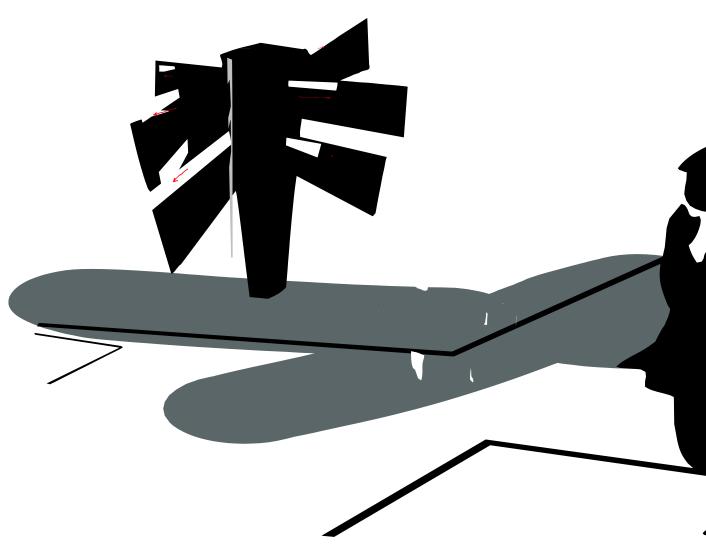
#### Board of Trustees Meeting 2013

- Campus and Discipline Benchmarks are set (Fall 2012 and Spring 2013)
- Fall Success Rate Similar to Last Fall
- DT/MT Campus increased 3.5%
- Black/African American cohort increased 1.4%
- 22-25 year old students increased 0.6%
- FTIC students decreased 1.6%
- FTIC Hispanic students increased 1.9%
- Gateway Computer Classes showed strong increases (CGS1070 and CGS1100)



### **Noteworthy Observations**





Questions



January 15, 2013

#### **MEMORANDUM**

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

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

**SUBJECT:** Quarterly Informational Report of Exempt and Non-Exempt Purchases

This informational report includes purchases above Category 2 (currently \$35,000.) but not exceeding Category 5 (\$325,000.) as specified in Board of Trustee's Rule 6Hx23-5.12. These transactions during the preceding quarter have been approved by the President's designee and may be exempt from the bidding procedure pursuant to the State Board of Education Procurement Requirements 6A-14.0734.

Because each transaction stands on its own and does not occur in sequence with other transactions, a cumulative dollar amount is not implied when the same vendor appears more than once on the report. A summary appears at the end of the report, grouping vendors that appear on the report more than once, showing a total for each during the period.

The acronyms "SBE" and "BOT" stand for the State Board of Education and the St. Petersburg College Board of Trustees, respectively.

#### The listing is by Purchase Order Number:

- 1. **P.O.** #85322 University of South Florida This is in the amount of \$40, 368.56 for the college reach out program expenses (CROP). This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, G: "Professional services..." **Recommended** by Karen Kaufman White, Provost, SP/G, and approved by Anne Cooper, Senior Vice President of Academic and Student Affairs.
- 2. **P.O.** #85342 School Board of Pinellas County This is in the amount of \$80, 533.18 for adjunct contracted services for dual enrollment classes offered at the high schools. **Authority:** SBE & BOT Rule 6Hx23-5.12, G: "Professional services..." **Recommended** by Catherine Kennedy, Associate Vice President, University Partnership Center, SE, and approved by Anne Cooper, Senior Vice President of Academic and Student Affairs.
- 3. **P.O.** #85563 **Dell Marketing LP** This is in the amount of \$46,646.13 for ACAD vSphere 5.x Enterprise Plus, academic production support and academic production SnS for vCenter Server. **Authority:** SBE & BOT Rule 6Hx23-5.12, H: "Information technology..." **Recommended** by Daya Pendharkar, Associate Vice President,

Information Systems, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.

#### Change orders listed in numeric order:

1. **P.O. #84534 – EQ Florida:** This change order is in the amount of **\$12,000.00** increase (new total is \$54,500.00). For college wide hazardous waste services. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption D: "Contract pricing..." **Recommended** by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.

Summary of Vendors Appearing More Than Once (exclusive of change orders)

NA

#### For Information: Excerpt from Board of Trustees Rule 6Hx23-5.12 Purchasing

All non-exempt purchases exceeding the Category Two threshold amount [\$35,000] as specified in Section 287.017, Florida Statutes, require a formal sealed competitive solicitation requested from at least three responsible vendors, when possible. In addition, competitive solicitation awards exceeding the Category Five threshold amount [\$325,000] as specified in Section 287.017, Florida Statutes, must be approved by the Board of Trustees. Whenever two or more such solicitations, which are equal with respect to price, quality, and service, are received for the procurement of commodities or services, a solicitation response received from a business that certifies it has implemented a drug-free workplace program as specified in Section 287.087, Florida Statutes, shall be given preference in the award process. In the event it is desired to competitively solicit commodities or services that are included in the exempt from competitive solicitation category, the competitive solicitation must originate through Purchasing.

#### The following are exceptions to competitive solicitations:

- A. Purchases under Sections 946.515 (PRIDE) and 946.519 (The State Department of Corrections), Florida Statutes.
- B. Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audiovisual materials, and computer-based instructional software.
- C. Library books, reference books, periodicals, and other library materials and supplies.
- D. Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or non-profit buying cooperatives.

- E. Food.
- F. Services or commodities available only from a single or sole source.
- G. Professional services, including, but not limited to artistic services, instructional services, health services, environmental matters, attorneys, legal services, auditors, and management consultants, architects, engineers, and land surveyors. Services of architects, engineers, and land surveyors shall be selected and negotiated according to Section 287.055, Florida Statutes. For the purposes of this paragraph, "professional services" shall include services in connection with environmental matters, including, but not limited to the removal of asbestos, biological waste, and other hazardous material.
- H. Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange, and use information in various forms of voice, video and data and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.
- I. Single Source procurements for purposes of economy or efficiency in standardization of materials or equipment.
- J. Emergency purchases not in excess of the Category Two threshold [\$35,000] as specified in Section 287.017, Florida Statutes as provided for in P6Hx23-5.123.

(Rule Authority: State Board of Education Rule 6A-14.0734 Bidding Requirements.)

This Quarterly Informational Report was compiled by Paul Spinelli, Director of Procurement and Asset Management.

Pas 092412

January 15, 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 and are being reported to the Board pursuant to Board of Trustees' Rule 6Hx23-5.903.

#### **Section A:** Program Related Contracts

- 1. Agreement with **A.M. MacDonald Holdings, Inc. c/o Lorraine Wells & Company Talent Management, Inc.** to provide performance rights that will allow the College to perform the play "Goodnight Desdemona (Good Morning Juliet)" for six performances on March 20-24, 2013. The cost to the College for this Agreement will be \$625. This item was approved by Anne Cooper on October 1, 2012. Department—Fine & Applied Arts/Theater Program
- 2. Agreement with the American Academy of Orthotists and Prosthetists for the College's Orthotics and Prosthetics Program to have an exhibit booth at the American Academy of Orthotists and Prosthetists conference to recruit and build awareness of SPC programs. The conference will be held February 20-23, 2013. The cost to the College for this Agreement will be \$700. This item was approved by Anne Cooper on November 14, 2012. Department—Baccalaureate Programs
- 3. Agreement with **American Bankers Association** to continue the license for the Bank Exec PC software that is needed for the Banking capstone course in the College of Business. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Anne Cooper on December 17, 2012. Department—College of Business
- 4. Affiliation Agreement with **Chatham University** to provide clinical experience to students enrolled in the College of Nursing Program. The Agreement will commence as soon as possible and continue for two years; thereafter, the Agreement shall automatically 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 Jesse Coraggio for Anne Cooper on December 6, 2012. Department College of Nursing

- 5. Agreement with Coordinated Childcare of Pinellas, Inc. (CCC) which will allow for the education and training of underprivileged children in St. Petersburg. The parties will collaborate to offer the iCORPS Program. Under this Program, the Allstate Center staff will develop and produce a series of law enforcement introduction courses to be delivered over an eight-week period. CCC will provide counselors for oversight of the students as well as a daily snack during the program. The College will receive \$9,481.24 from CCC for its services associated with the Agreement. This item was approved by the President on May 15, 2012. This item is being included on this report since it did not appear on a previous Quarterly Report. Department—CCC of Pinellas, Overlay Provider
- 6. Agreement with **Festive Floats of Florida, Inc.** to construct, provide and operate the Float with the theme "Runaway" for the College to participate in the Martin Luther King Parade in St. Petersburg. The event will be held January 21, 2013. The cost to the College for this Agreement will be \$1,300. This item was approved by Conferlete Carney on October 12, 2012. Department—Student Life & Leadership
- 7. Affiliation Agreement with **Gaston Memorial Hospital** to provide clinical experience to students enrolled in the College of Nursing Program. 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 entering into this Agreement. This item was approved by Tonjua Williams for Anne Cooper on December 13, 2012. Department College of Nursing
- 8. Agreement with **Gulfcoast North Area Health Education Center, Inc.** whereby the College agrees to incorporate tobacco prevention and cessation content throughout the Dental Hygiene curriculum and to participate in the orientation, online training program, Afternoon of Learning and Day of Service at several middle schools in Pinellas County on Tobacco Training and Cessation. Under this agreement, SPC Dental Hygiene students will learn about tobacco and develop professional skills necessary to address its use with their patients. Students will also be prepared to educate youth about the dangers of tobacco. The Agreement will commence upon execution and will continue for one year. The College will receive \$25 per student. This item was approved by the Phil Nicotera on November 9, 2012. Department—Dental Hygiene
- 9. Agreement with **Gulfcoast North Area Health Education Center, Inc.** whereby the College agrees to incorporate tobacco prevention and cessation content throughout the Nursing curriculum and to participate in the orientation, online training program, Afternoon of Learning and Day of Service at several middle schools in Pinellas County on Tobacco Training and Cessation. Under this agreement, SPC Nursing students will learn about tobacco and develop professional skills necessary to address its use with their patients. Students will also be prepared to educate youth about the dangers of tobacco. The Agreement will commence upon execution and will continue for one year. The College will receive \$25 per student. This item was approved by the Phil Nicotera on October 24, 2012. Department—College of Nursing

- 10. Affiliation Agreement with **HCA Edward White Hospital** to provide clinical experience students enrolled in the Health Services Administration Program at no cost to the College. The Agreement will commence as soon as possible and be ongoing unless terminated by either party. This item was approved by Anne Cooper on November 29, 2012. Department—Health Services Administration
- 11. Affiliation Agreement with **HCA Health Services of Florida, Inc. d/b/a Oak Hill Hospital** to provide clinical experience to Continuing Education Nursing program students. The Agreement will commence as soon as possible and will continue through June 10, 2014. This item was approved by Anne Cooper on October 25, 2012. Department—CE Health
- 12. Agreement with HCA, Largo Medical Center, Inc. to continue the initiative to expand enrollment in the Nursing Program to assist in alleviating the nursing shortage in the Tampa Bay area. The parties to the Agreement will provide qualified candidates (to be selected from the current eligible SPC applicant pool, with preferential selection for hospital employees) to obtain an Associate in Science degree in Nursing. In addition, Largo Medical Center will coordinate student work schedules; provide classroom, lab and office space for students and faculty; provide some faculty for instruction and lab facilitation support as part of the initiative. SPC will coordinate admissions; reserve slots for students, if needed; schedule initiative classes, skills labs, and clinicals at Largo Medical Center and HEC on certain days; place students at HCA affiliated hospitals for clinical rotations as available; and provide schedule and contact hour information to the hospital/instructors at the beginning of each semester. The Agreement will commence as soon as possible and is subject to review and renegotiation in August 2013. There is no cost to the College associated with entering into this Agreement. This item was approved by Anne Cooper on July 25, 2012. Department—College of Nursing
- 13. Affiliation Agreement with **HCA Regional Medical Center at Bayonet Point** to provide clinical experience to students enrolled in the College of Nursing Program. The Agreement will commence as soon as possible and is anticipated to continue through July 31, 2014. 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
- 14. Agreement with previously approved with **Liberty University, Inc.** whereby SPC's Nursing Program allows a student(s) from Liberty to precept with one of SPC's faculty members to obtain required classroom and clinical practicum experience for their Masters in Nursing Program. The Agreement commenced January 1, 2012 and will continue for the period of one year at no cost to the College; thereafter, the Agreement will auto-renew for one-year periods unless terminated by either party. **This item is to correctly identify the Exhibit attachments to the Agreement.** All other terms and conditions will remain as previously approved. This item was approved by Anne Cooper on November 29, 2012. Department—College of Nursing

- 15. Dual Enrollment Agreement with the **Manatee County School District (MCSD)** that will allow eligible MCSD students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence as soon as possible and will continue for the period of one year; thereafter, the Agreement will automatically renew for additional 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 Catherine Kennedy on October 17, 2012. Department—Dual Enrollment/Early College
- 16. Agreement with Morton Plant Mease Health Care to expand enrollment in the Nursing Program, through the Earn as You Learn Program, to assist in alleviating the nursing shortage in the Tampa Bay area. The parties to the Agreement will provide qualified candidates (current eligible BayCare employees and if needed, candidates from SPC's applicant pool) each semester commencing January 2013 and continuing through December 2013 to obtain an Associate in Science degree in Nursing. In addition, Morton Plant will coordinate employee work schedules; provide classroom, lab and office space for students and faculty; provide lab equipment and supplies; and provide some faculty and lab facilitation support as part of the initiative. SPC will coordinate admissions, reserve slots for students, if needed, schedule initiative classes and skills labs at SPC; schedule initiative clinical rotations in BayCare facilities as available. The Agreement will commence as soon as possible and is subject to review and renegotiation annually. There is no cost to the College associated with entering into this Agreement. This item was approved by the Phil Nicotera on November 26, 2012. Department—College of Nursing
- 17. Agreement with **Natural Standard Corporation** whereby the College will continue to have access to the Natural Standard Integrative Medicine online database. The database covers herbals, dietary supplements, vitamins, minerals and other natural remedies. 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 for this renewal period will be \$1,100. This item was approved by Tonjua Williams for Anne Cooper on December 13, 2012. Department—District Library
- 18. Affiliation Agreement with **New Port Richey Hospital, Inc., d/b/a Medical Center of Trinity** to provide a medical surgical site and preceptor that will allow RN Refresher/Remediation/Return to Work Nursing students to obtain their required clinical experience. The Agreement will commence as soon as possible and will continue for the period of three years. This item was approved by Anne Cooper on November 30, 2012. Department—CE Health
- 19. Agreement with **O & P Study Guides Company** (**O & P**) to partner with the College to provide the Ultimate Prosthetic Study Guide course. O & P will provide the curriculum and instructors and SPC will provide promotion via the <a href="www.OnlineCEnet">www.OnlineCEnet</a> site and prepare the course for delivery in an online format. O & P will receive \$100—\$125 per student and the College will receive \$100 per student for its services. Based on an estimate of 100 students taking the course during the term of the Agreement, the College anticipates a net

- revenue of approximately \$5,775. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by the Anne Cooper on November 13, 2012. Department—CE Health
- 20. Agreement with **OnCourse Learning Corporation** to purchase 100 training licenses for OnCourse Learning courses and access the Learning Management System. Upon the sale of 100 licenses, the College and OnCourse will share revenues associated with the offering of the courses. 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 with 30 days' notice. This item was approved by Anne Cooper on November 1, 2012. Department—Corporate Training
- 21. Affiliation Agreement with **Orlando Health Central, Inc. Health Central Hospital** to provide clinical experience to students enrolled in the College of Nursing Program. The Agreement will commence as soon as possible and continue for a period of two years. 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
- 22. Affiliation Agreement with **Osceola Regional Medical Center** to provide preceptor and practicum experience for students needing to complete their 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. There is no cost to the College associated with entering into this Agreement. This item was approved by Jesse Coraggio on behalf of Anne Cooper on December 14, 2012. Department—College of Nursing
- 23. Agreement with **Ovid Technologies, Inc.** to provide access to electronic books to support the College's Nursing Program. The College already has an ongoing eBook license Agreement with Ovid; however, this Agreement will provide access to additional updated eBooks for use by Nursing students. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved by Tonjua Williams for Anne Cooper on December 10, 2012. Department—District Library
- 24. Agreement with **Pinellas County** whereby the College will provide instructors to teach Hazardous Materials and Technical Rescue classes. The College will provide the instructors at an estimated cost of \$24,669.12. This cost will be reimbursed by the County. In addition, the County will pay the College an administrative fee per course of \$250. Based on the foregoing, the College anticipates a net revenue of \$3,000. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by James Brock on December 5, 2012. Department—Fire Science
- 25. Agreement with **Pinellas County School Board (PCSB)** to collaborate to increase literacy rates among struggling readers. Under the terms of the Agreement, the College will provide: 1) a College of Education (COE) instructor to teach early literacy course(s) at Campbell Park Elementary; 2) COE teaching students to tutor and support students in

their early literacy development; and 3) Professional Development opportunities for Campbell Park Elementary teachers. PCSB will provide access to classrooms serving K-2 students; allow SPC teaching students to interact with Campbell Park teachers and students; and provide classroom space (including furniture, lighting, ventilation, heat/AC, utilities, maintenance and custodial) for the SPC class held at Campbell Park Elementary. There is no cost to the College associated with entering into this Agreement. The Agreement is anticipated to commence January 2013 and continue through May 10, 2013. This item was approved by Anne Cooper on November 20, 2012. Department—College of Education

- 26. Agreement with **Pinellas County School Board** to provide ADN and BSN Nursing students to obtain classroom observation experience or allow participation with teachers and students in the classroom with family or community projects. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved by Phil Nicotera on October 24, 2012 and Anne Cooper on November 5, 2012. Department—College of Nursing
- 27. Agreement with the **Sheraton Sand Key Resort** to provide rooms, meeting room and audio visual equipment for the Bureau of Justice Assistance Executive Session for Law Enforcement Leaders meeting to be held November 27-30, 2012. The cost to the College for this Agreement will be \$8,709. This item was approved by James Brock on October 11, 2012. Department—Center for Public Safety Innovation This item is grant funded.
- 28. Agreement with **Springer Customer Service Center, LLC** to provide a license to the 2012 Springer eBooks Collection for use by students in the College's libraries. The Agreement will commence as soon as possible and will continue for the period of two years. The cost to the College for this Agreement will be \$5,250. This item was approved by Tonjua Williams for Anne Cooper on December 10, 2012. Department—Library, Baccalaureate Programs
- 29. Agreement with the **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 \$17,184. This item was approved by Tonjua Williams for Anne Cooper on December 13, 2012. Department—Corporate Training

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

30. Agreements with **Dell Financial Services, LP** to lease Disaster Recovery infrastructure hardware for the Learning Management System; one Mac Pro server; and a total of 227 computers for use by 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 \$568,475.80. 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 \$17,665.59. Based on the foregoing, the total cost to the College for these lease

agreements will not exceed \$586,141.39. 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)

31. Agreement with **Nelnet Business Solutions** to continue to provide the College with installment payment plan administration services. This Agreement allows students to pay money owed to the College on a monthly installment schedule based on their enrollment dates. Specifically, Nelnet will administer the installment plan, provide online reporting, provide marketing materials, comply with the red flag rule, and remit funds to the College per terms of the Agreement. The College pays Nelnet 2.05% of credit card transaction fees and students pay Nelnet a plan fee of \$30-\$40 based on the payment plan they select. This item represents an extension of the current Agreement through November 1, 2015. The cost to the College per year is anticipated to be \$76,875 for a total cost during the extension period of approximately \$230,514. This item was approved by the President on November 29, 2012. Department—Budgeted CW Revenue & Other

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

**NONE** 

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

- 32. Agreement with **Copperhead Charities, Inc.** for the use of the Tarpon Springs Campus parking lots on March 14-17, 2013 during the Tampa Bay Championship Golf Tournament held at Innisbrook. The College will receive \$5,000 for the use of its parking area and any associated expenses. Under a separate Agreement with the SPC Foundation, Copperhead Charities, Inc. will make a contribution in the amount of \$35,000 to be used for student scholarships. This item was approved by Tonjua Williams on October 10, 2012. Department—Golf Tournament Operations
- 33. Agreement with **Ricoh Americas Corporation** to provide maintenance on the copier/scanner/printer used for the St. Petersburg Collegiate High School. The lease will commence as soon as possible and will continue for the period of five years. The cost over the five-year period will not exceed \$10,500. This item was approved by Starla Metz on October 11, 2012. Department—St. Petersburg Collegiate High School
- 34. Agreement previously approved with **St. Petersburg Marriott Clearwater** to provide the use of its Grand Ballroom and foyer as well as food and catering services for approximately 350 guests for the College's 3<sup>rd</sup> Annual Ball event to be held November 17, 2012. **This item is to revise the total cost to the College associated with this Agreement. The cost to the College will be approximately \$15,860 rather than \$13,000 as previously advised.** This item was approved by Tonjua Williams on November 8, 2012. Department—SE Student Life & Leadership

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

- 35. Agreement with the **Arts Center Association, Inc. d/b/a Morean Arts Center** to lease space from the Center for a Design I class to be offered by the College at the Center from January 8, 2013 through May 2, 2013. The cost to the College for this Agreement will be \$2,000. This item was approved by Doug Duncan on October 22, 2012. Department—Facilities Rental
- Amendment to the Agreement with **Banquet Masters, Inc.,** whereby Banquet Masters provides food service for the Tarpon Springs Campus, to establish that Banquet Masters will provide their own internet and telephone service, telephone equipment, cashiering equipment and computers. Banquet Masters will also be responsible for maintaining and managing their network and pay card industry compliance. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and will continue through June 30, 2013. This item was approved by Doug Duncan on October 30, 2012. Department—Purchasing
- 37. Amendment to the Agreement with **Banquet Masters, Inc.,** whereby Banquet Masters provides food service for the St. Petersburg/Gibbs Campus, to establish that Banquet Masters will provide their own internet and telephone service, telephone equipment, cashiering equipment and computers. Banquet Masters will also be responsible for maintaining and managing their network and pay card industry compliance. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and will continue through July 31, 2014. This item was approved by Doug Duncan on October 30, 2012. Department—Purchasing
- 38. Agreement with **First Baptist Church of Indian Rocks** to provide the use of its facilities for the College's December 15, 2012 graduation ceremonies. The Agreement will also include providing breakfast and lunch for 100 guests. The total cost to the College associated with this Agreement will be \$10,550. This item was approved by Anne Cooper on October 31, 2012. Department--Graduation
- 39. Agreement with the **Holiday Inn Express ICOT Clearwater** to reserve a block of hotel rooms for participants in the Narrowing the Gulf conference which will be held April 3-5, 2013. The costs associated with this Agreement will be paid by each attendee reserving a room at the hotel. This item was approved by Tonjua Williams on October 1, 2012. Department—Auxiliary Learning Aids
- 40. Agreement with **Mechanical Services of Central Florida, Inc.** to provide service/maintenance on chillers at the College. The cost to the College for this Agreement will be \$22,782. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Doug Duncan on November 7, 2012. Department—Facilities Services
- 41. Amendment to the Agreement with **Oasis Refreshment Systems, Inc.** whereby Oasis provides food service for the Clearwater Campus, to establish that Oasis will provide their

own internet and telephone service, telephone equipment, cashiering equipment and computers. Oasis will also be responsible for maintaining and managing their network and pay card industry compliance. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and will continue through January 3, 2014. This item was approved by Doug Duncan on October 30, 2012. Department—Purchasing

- 42. Amendment to the Agreement with **Oasis Refreshment Systems, Inc.** whereby Oasis provides food service for the Seminole Campus, to establish that Oasis will provide their own internet and telephone service, telephone equipment, cashiering equipment and computers. Oasis will also be responsible for maintaining and managing their network and pay card industry compliance. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and will continue through August 17, 2015. This item was approved by Doug Duncan on October 30, 2012. Department—Purchasing
- 43. Agreement with **Phillies Florida**, **LLC** whereby the College will provide access to the two northern parking lots on the Clearwater Campus for fan parking during Phillies Spring Training home games. The Agreement will commence as soon as possible and continue through April 15, 2013. In exchange, Phillies Florida will provide in-kind, stadium Billboard outfield signage and two season tickets during each season. There is no cost to the College associated with entering into this Agreement. This item was approved by Doug Duncan on November 15, 2012. Department—Maintenance Services
- 44. Agreement with the **Pinellas Suncoast Transit Authority (PSTA)** to provide a "connector" or mini-bus service at the Tarpon Springs Campus. The connector service will operate three times daily, Monday through Friday. PSTA will also install a bus stop sign at the pick-up and drop-off location on the campus. There is no cost to the College associated with entering into this Agreement. The Agreement will commence December 10, 2012 and be ongoing unless terminated by either party. This item was approved by Conferlete Carney on October 29, 2012. Department—Provost Office, TS
- 45. Agreement with **SimplexGrinnell, LP** to provide fire alarm system monitoring services for the Ethics/Social Science Building on the Clearwater Campus. The cost to the College for the foregoing will be a total of \$213.36. The Agreement will commence on November 9, 2012 and will continue through June 30, 2013. This item was approved by Doug Duncan on November 8, 2012. Department—Access Control
- 46. Amendment to the Agreement with **SkillSoft Corporation** to provide e-learning modules for both technical and soft skills. These e-learning modules provide College employees with an opportunity for ongoing professional development to improve their skills. This Amendment is to add the "Wellness Essentials" online resources package for use by College employees. The cost to the College for this Amendment will be \$5,043.42. This Amendment will commence December 15, 2012 and continue through June 14, 2015. This item was approved by Doug Duncan on December 12, 2012. Department—Human Resources, Wellness

47. Agreement with **VaxCare Corporation** to supply flu vaccinations for College employees at the All College Day event to be held October 23, 2012. College employees that are insured through the College insurance plan will receive the vaccination at no charge and associated costs will be billed to and paid by Aetna directly. College employees not covered under the College's insurance plan will have the vaccinations available to them for a cost of \$30. This item was approved by Doug Duncan on October 17, 2012. Department—Human Resources, Wellness

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

Suzanne Gardner, General Counsel, recommends approval.

ps0103131

January 15, 2013

#### **MEMORANDUM**

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

FROM: William D. Law, Jr., President

**SUBJECT:** Regional Reverse Transfer Memorandum of Understanding

Approval is sought to enter into a Regional Reverse Transfer Memorandum of Understanding (MOU) agreement between St. Petersburg College (SPC), University of South Florida (USF), Hillsborough Community College (HCC), Pasco-Hernando Community College (PHCC), and Polk State College (PSC). Reverse Transfer is a term used to describe awarding the Associate in Arts (AA) degree from a two-year institution after the student transfers to the university without it. This regional consortium was organized to award AA degrees to students that transferred to the University of South Florida from one of the above Florida College System institutions prior to earning the AA degree. This project aligns well with the national *Completion Agenda* and will increase the overall number of students who graduate from SPC.

St. Petersburg College will be responsible for the following:

- A. Identify students who transferred to USF prior to the completion of their AA degree.
- B. Collaborate with the USF Registrar to exchange student records.
- C. Confer the AA degree to eligible students.
- D. Communicate the posting of the degree to the student and to USF.

The Memorandum of Understanding is scheduled to be signed in February, 2013 and the exchange of student records will occur at least once per year beginning the summer term of 2013. There is no cost to SPC to participate in this agreement.

Tonjua Williams, Vice President, Academic & Student Affairs; and Patrick Rinard, Associate Vice President, Enrollment Management recommend approval.

pwr0107131

#### REGIONAL REVERSE TRANSFER MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

# UNIVERSITY OF SOUTH FLORIDA, HILLSBOROUGH COMMUNITY COLLEGE, ST. PETERSBURG COLLEGE, PASCO-HERNANDO COMMUNTIY COLLEGE, AND POLK STATE COLLEGE

This Memorandum of Understanding (MOU) is entered into by and between the University of South Florida, 4202 East Fowler Avenue, SVC2002, Tampa, Florida 33620, herein referred to as **USF**, Hillsborough Community College, P.O. Box 31127, Tampa, Florida 33631, herein referred to as **HCC**, St. Petersburg College, P.O. Box 13489, St. Petersburg, Florida 33733, herein referred to as **SPC**, Pasco-Hernando Community College, 10230 Ridge Road, New Port Ritchey, Florida 34554, herein referred to as **PHCC**, and Polk State College, 999 Avenue H. NE, Winter Haven, Florida 33881, herein referred to as **PSC**.

WHEREAS, on November 16, 2011, the Presidents of USF, HCC, SPC AND PHCC signed a Joint Resolution to establish a regional consortium of higher educational institutions in the area committed to a regional strategy to expand access, to meet extraordinary demands for growth and to provide for a competitive workforce in the Tampa Bay region (Exhibit A); and

WHEREAS, the Joint Resolution outlined how the consortium partners would establish an alignment of inter-institution systems, policies and procedures for the reverse transfer of coursework from USF to the Florida College System (FCS) consortium partners, for students who did not complete their Associate of Arts (AA) degree to fulfill requirements at the FCS institutions so students will earn the AA from their original SCS institutions; and

WHEREAS, PSC has been added to the Consortium for this Regional Reverse Transfer MOU; and

WHEREAS, USF, HCC, PHCC, PSC and SPC formed a consortium to develop a common framework where academic credits completed at USF will be transferred back to the student's original FCA for awarding an Associate degree (Exhibit B); and

WHEREAS, this MOU will outline further how the Consortium parties will implement the reverse transfer from USF to the appropriate FCS institution to allow students to graduate with an AA.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained hereinafter, the adequacy of which is hereby acknowledged, the parties do agree as follows:

#### I. The FCS Consortium Partners will be responsible for the following:

A. Identify domestic students who transferred to USF prior to the completion of their Associate degree at the FCS partner institutions.

- B. Provide USF with timely and accurate information for those students who will be able to meet Associate degree requirements at USF each term.
- C. Collaborate with USF Registrar to exchange student records.
- D. Confer the Associate Degree.
- E. Communicate with USF students who have met Associate degree requirements to insure they are aware of the posting of their degree.
- F. Provide students with information about the conferral, convocation, and commencement information associated with award of the Associate degree.
- G. Recognize and accept any partnering institution's declaration of completion of General Education requirements.

#### II. USF will be responsible for the following:

- A. Provide access to student academic records for those students requested by the FCS Consortium partners.
- B. Upon admission to USF with a minimum of 30 credits earned from an FCS Consortium partner, USF will make students aware of the MOU as outlined in this MOU.
- C. Provide FCS Consortium partners with updated and accurate student directory/contact information.
- D. Ensure continuous communication and liaison between the USF and FCS Consortium partners in support of these reverse transfer initiatives.

#### III. FERPA:

Student data disclosed among and between institutions for the purpose of accommodating reverse transfer are sanctioned under Family Educational Rights and Privacy Act (FERPA).

#### IV. TERMS OF THIS MOU

- A. This MOU shall take effect on January 1, 2013. It shall be automatically renewed on an annual basis unless any party provides the others written notice no-later-than one hundred twenty (120) days prior to the expiration of the preceding term that it wishes to terminate this MOU. If any party fails to follow the terms and conditions of the MOU, as set forth herein, the other parties have the right to terminate this MOU immediately upon written notice to the others.
- B. This MOU is subject to each party's continued compliance with Southern Association of Colleges and Schools (SACS) and other accrediting bodies.
- C. Modifications, additions or deletions from this MOU must be in writing and signed by any parties.

#### University of South Florida, Hillsborough Community College Tampa, FL Tampa, FL University of South Florida Board of Trustees, a Public Body Corporate of the State of Florida Judy Genshaft Date Ken Atwater Date President President St. Petersburg College Pasco-Hernando Community College New Port Ritchey, FL St. Petersburg, FL William D. Law, Jr. Date Katherine M. Johnson Date President President **Polk State College** Winter Haven, FL Eileen Holden Date

President

#### **EXHIBIT A, JOINT RESOLUTION**

#### **EXHIBIT B, REGIONAL REVERSE TRANSFER MOU**

#### A Proposal for Reverse Transfer Graduation, A Tampa Bay Consortium with USF (9/24/12)

#### <u>Purpose</u>

A Consortium has been convened of four institutions within the Florida College System (FCS) in the Tampa Bay vicinity and the University of South Florida (USF). The purpose of the Consortium is to develop a common framework whereby academic credits completed at the university are transferred back to the colleges for purposes of awarding an associate degree. The Consortium consists of Hillsborough Community College, Pasco-Hernando Community College, Polk State College, and St. Petersburg College as agreed upon by their respective presidents.

The Consortium membership will leverage their "auto-graduation" systems in an expansion to reverse transfer graduation. The initial foray into reverse transfer will be governed by the parameters defined below.

#### Criteria

Reverse Transfer Degree: Associate of Arts (AA)

#### Student Eligibility for reverse graduation:

Students must meet the following criterion.

1. Earned 30 college credit hours toward an AA degree (within SACS C.S. 3.5.2 compliance).

#### College Eligibility to reverse graduate a student:

The following criteria must be met to identify the college that awards the AA degree.

- 1. The associate degree is awarded by the college from which the student transferred.
- 2. For students with credits completed at more than one college, simple majority rules insofar as the accumulated hours at that college are applicable to at least 25% of the AA degree (generally 15 credit hours) per SACS comprehensive standard 3.5.2, Institutional Requirements for a Degree.
- 3. In the event of a tie in which the number of credits are equal, the last institution attended will award the degree.

#### **Reverse Graduation Methods**

#### Method to determine student eligibility to reverse graduate:

- 1. The National Student Clearinghouse will be used to verify that eligible students have been enrolled at USF.
- 2. Nominally, the FASTER transcript exchange will be used to verify credits completed at USF.

#### **Reverse Graduation Process:**

Each institution will follow their own graduation procedures to reverse graduate students in accord with those Criteria identified above and those requirements unique to their respective institutions (e.g. capstone courses, computer proficiency, etc.).

#### **Policy**

- 1. It is advised that the institution develop an auto-graduation policy and procedure to facilitate reverse graduation.
- 2. It is advised that the institution develop a reverse graduation policy in concert with the Criteria above.
- 3. It is advised that the institution evaluate their policy as it relates to 99.31 and 99.33 of the Family Educational Rights and Privacy Act (FERPA) as it pertains to prior consent and limitations to the disclosure of student information.
- 4. In accord with the reciprocal recognition of General Education requirements within the state (Chapter 6A-10.024, 3.b,c of the FAC/BOG Articulation Resolution); Florida colleges will recognize the satisfaction of those requirements by students enrolled at USF, as specified by the university, in the reverse transfer graduation of the AA degree.
- 5. Policies should be published for public disclosure (e.g. College Catalog).

#### **Oversight**

For the time being it is proposed that a Reverse Transfer Task Force oversee the operation of the process, as articulated in a Memorandum of Understanding, and to work collaboratively toward its improvement.

#### A JOINT RESOLUTION OF THE UNIVERSITY OF SOUTH FLORIDA, HILLSBOROUGH COMMUNITY COLLEGE, PASCO-HERNANDO COMMUNITY COLLEGE, AND ST. PETERSBURG COLLEGE

INDICATING THEIR COMMITMENT TO A REGIONAL STRATEGY FOR HIGHER EDUCATION DESIGNED TO EXPAND ACCESS, MEET THE EXTRAORDINARY DEMANDS FOR GROWTH, AND PROVIDE FOR A COMPETITIVE WORKFORCE IN THE TAMPA BAY REGION

WHEREAS, the demand for higher education in the Tampa Bay region is continually growing; and

WHEREAS, the availability of highly skilled technicians, scientists, professionals, and managers is a critical factor in the economic growth of the region; and

WHEREAS, the Tampa Bay region is currently host to a large, motivated, yet undereducated workforce; and

WHEREAS, this region boasts an educational infrastructure with one of the most effective two-plus-two systems of higher education in the nation; and

WHEREAS, a regional consortium of higher education institutions can be employed to create a deep pool of highly skilled and educated technicians, scientists, professionals, and managers to provide a competitive advantage for the Tampa Bay region in economic development and diversification; and

WHEREAS, the signatory parties of this Agreement believe the region's two-plus-two system can further collaborate and expand to meet the demands described above.

NOW, THEREFORE, BE IT RESOLVED THAT THE UNIVERSITY OF SOUTH FLORIDA, HILLSBOROUGH COMMUNITY COLLEGE, PASCO-HERNANDO COMMUNITY COLLEGE, AND ST. PETERSBURG COLLEGE AS CONSORTIUM PARTNERS AGREE TO THE TENETS OF THIS CONSORTIUM AGREEMENT AS FOLLOWS:

- Consortium partners commit to a proactive strategy of cooperation to produce
  - A. substantial, measurable increases in access to public higher education and degree production at the associate's, bachelor's and graduate degree levels;
  - B. better preparation of students at every level to promote further study:
  - increased transfers from community colleges to the university or other four-year programs within the consortium;
  - D. reduced time to degree for the associate's and bachelor's degree programs; and
  - ether measures of strategic importance to the region's educational and economic progress.
- II. Consortium partners are committed to planning, developing, and aligning instructional programs at the undergraduate, graduate and post-graduate levels to create a deep, flexible, and highly skilled workforce in response to demands and anticipated economic growth opportunities.

- III. Consortium partners will collaborate in innovative ways to promote expanded access for regional students to include
  - A. guaranteed admission to the university for the Associate of Arts (AA) graduates and the Associate of Science (AS) graduates consistent with statewide articulation policy and AS-to-BS agreements;
  - B. concurrent enrollment status for selected community/state college students with university advisors assigned to these students;
  - preferential admission to selective upper-division programs at the university for graduates from consortium partners; and
  - D. expansion of financial aid resources to support two-plus-two students.
- IV. Consortium partners will collaborate on possible joint staffing opportunities for faculty, student services and other key personnel for the benefit of the consortium.
- V. Consortium partners pledge to expand the two-plus-two model as both the most effective and efficient system for producing quality graduates at all levels.
- VI. Consortium partners agree that they will not seek to offer bachelor's degrees, nor invite other baccalaureate providers to their campuses unless the university declines to deliver the program which has been identified as needed by the residents within the service area of the community/state college. Similarly, the university will not seek to develop programs in areas that would be in direct competition with programs available through the consortium colleges.
- VII. Consortium partners will create a specific operating plan to guide the local strategy within the framework of the resolution. Routine collaboration among consortium partners will provide a climate for planning, trust, and innovation capturing best practices and creative thinking from each partner.
- VIII. Consortium partners will establish an interdependent arrangement that enables deeper alignment of systems, policies, and procedures ensuring seamless and concurrent transitions for students. Data sharing will enable the consortium to improve the quality of processes and student learning in a systematic manner and advance public accountability for the results to which we pledge.
- IX. Consortium partners will collaboratively establish, publish and annually review the Addendum to this agreement which outlines specific inter-institutional admission processes, arrangements, communications, operations and staffing in support of the consortium agreement framework outline herein (see attached Addendum).
- X. Consortium partners agree, while this resolution is not a legally binding agreement, it is a pledge to share our stewardship of this consortium, advance the prosperity of our regional community, and serve the students to whom we are enjoined by offering the very best possible educational opportunities.

INDICATING THEIR COMMITMENT TO A REGIONAL STRATEGY FOR HIGHER EDUCATION DESIGNED TO EXPAND ACCESS, MEET THE EXTRAORDINARY DEMANDS FOR GROWTH, AND PROVIDE A BETTER COMPETITIVE AND SKILLED WORKFORCE IN THE TAMPA BAY REGION.

President

Hillsborough Community College

Date Date

Katherine M. Johnson

President

Pasco-Hernando Community College

11/16/11

William D. Law

President

St. Petersburg College

Date

Judy Genshaft

President

University of South Florida

Daté

#### ADDENDUM

#### REGIONAL CONSORTIUM AGREEMENT

A JOINT RESOLUTION OF THE UNIVERSITY OF SOUTH FLORIDA, HILLSBOROUGH COMMUNITY COLLEGE, PASCO-HERNANDO COMMUNITY COLLEGE, AND ST. PETERSBURG COLLEGE

Dated: November 16, 2011

THE PARTIES OF THIS CONSORTIUM AGREEMENT WILL COLLABORATE TO ESTABLISH INTER-INSTITUTIONAL POLICIES WHICH PROMOTE AND PROVIDE THE FOLLOWING:

- Joint admission among regional Florida State Colleges (SCs)/Community Colleges (CCs) and USF with guaranteed transfer for Associate in Arts (AA) graduates who meet GPA requirements and complete the requisite program prerequisites.
- Modified transfer admission criteria, where appropriate, for graduates of regional colleges of the consortium versus those from colleges outside the region.
- Transitional advisors from USF to work closely with community/state college advisors and their students throughout their AA progress toward admission to USF (i.e. – visits to SCs and CCs on regular basis to meet with advisors and students, arrange trips to USF for campus tours, and other special arrangements).
- Work toward an information sharing system that will allow prospective transfer students from regional colleges to access USF's degree audit (Degree Works) system for a clear understanding of actual progress toward baccalaureate degrees.
- Outline of variations in transfer requirements to regional campuses within the USF system.
- Sharing of information for reverse transfer from USF institutions to SC degree programs.
- Establish a policy to transfer coursework back from USF to SCs and CCs for students who did not complete the AA to fulfill requirements to be granted the AA from their original institutions.
- Data sharing from USF to SCs and CCs regarding transfer student success by academic major to identify potential issues for course articulation (content and standards) to improve student success.

January 15, 2013

#### **MEMORANDUM**

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

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

**SUBJECT:** Tampa bay Educational Partnership

St. Petersburg College (SPC) has been invited to join the Tampa Bay Educational Partnership (TBEP) [http://www.tbep.acad.usf.edu/index.htm] Working under the USF Provost Office and closely with Hillsborough County Public Schools (HCPS) executive leadership, TBEP's main responsibility is to assist both institutions in working together to leverage the expertise that encourage interdisciplinary research and funding opportunities to achieve our respective goals in impacting student success.

TBEP's mission is to enhance and expand interdisciplinary research, programming, and activities between the USF and HCPS. In the pursuance of this mission, the goals include:

- 1. Identifying mutual research, preparation and continued professional development that are consistent with our educational missions,
- 2. Engaging in joint action that is necessary to meet these needs, and
- 3. Developing and maintaining communication venues between HCPS and USF.

The attached draft Memorandum of Understanding (MOU) provides the terms of the proposed agreement between USF, HCPS, and SPC.

Anne Cooper, Senior Vice President for Academic and Student Affairs recommends approval.

#### **MEMORANDUM OF UNDERSTANDING**

#### by and between

#### ST. PETERBURG COLLEGE BOARD OF TRUSTEES

and

#### THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA

#### for the

TAMPA BAY EDUCATIONAL PARTNERSHIP			
This MOU is made and entered into this	day of	, 2013 (the "Effective Date"), by and	
	th		
between the Hillsborough County Public Schools ("	HCPS"), the Tam	pa Bay Educational Partnership	
("TBEP"), and the St. Petersburg College Board of	Trustees, a public	body corporate of the State of	
Florida ("SPC").			

NOW, THEREFORE, SPC, HCPS, and the TBEP agree as follows.

USF and HCPS have enjoyed a strong relationship, and have developed a structure to support and advocate for educational endeavors in ways that are consistent with the Strategic Plans of the participating institutions. In order to facilitate the TBEP, the position of Director of TBEP (the "Director") is "housed" in Academic Affairs, in the USF Office of Community Engagement and Partnerships. The Director is charged with the responsibility of coordinating, overseeing, and being accountable for the activities generated under the TBEP.

Through the TBEP with HCPS, SPC will further its focused mission on transforming the lives of the surrounding community. HCPS's mission, to become the nation's leader in developing successful students, cannot be achieved by working in a silo. One of the best community resources has been and continues to be SPC. Serving over 45,000 students, SPC has been a leader in innovative programs focusing on student success. It was Florida's first two-year college (founded in 1927) as well as the state's first community college to offer bachelor's degrees (2002), which included Bachelors of Science degrees in the area of education. Today, SPC is one of 14 State Colleges, and serves as a model for incorporating bachelor's degree programs into traditional two-year institutions. The Tampa Bay Educational Partnership ("TBEP") will be mutually beneficial to the participating partners – and to the Tampa Bay community. To this end, the TBEP, SPC and HCPS will work together to align strategies and resources to assist in achieving our respective goals.

#### Article 1

#### Scope of Work

In close collaboration with SPC leadership, the TBEP Director will serve as the liaison between the college and the school district for the identification, facilitation, development and execution of research projects. This coordinated approach will align strategies to provide comprehensive services that are mutually beneficial to HCPS, SPC and to the community we all serve.

We recognize that effective communication is essential to this process and that the TBEP and SPC leadership and faculty along with HCPS administration, staff and faculty should be in purposeful contact to ensure that the partners are able to facilitate mutually beneficial work. Thus, HCPS personnel will work in collaboration with the TBEP Director to carry out the activities that result from the partnership. The Director will serve the TBEP in the following ways:

- · Act as the initial point of contact for proposed projects among the partners,
- · Seek grant and research opportunities consistent with our respective educational missions,
- Assist in locating appropriate human and financial resources at SPC, HCPS, and in the community at-large,
- Broaden the access for HCPS and SPC personnel to national and international experts to strengthen HCPS-SPC collaboration,
- Provide assistance to SPC and HPCS personnel working in collaboration on a project,
- Facilitate the process between SPC and HCPS personnel to obtain letters of support or memoranda of understanding for proposed projects,
- Maintain communication with appropriate stakeholders,
- Facilitate quarterly meetings of the Superintendent of HCPS and the SPC President, or their designees, to assess the efficacy of the partnership and to discuss mutual priorities for partnership activities.

#### Article II.

#### **Period of the Agreement**

The agreement shall become effective on the Effective Date and be in force up to and including June 30, 2014.

#### Article III.

#### **Termination of Agreement**

Either the HCPS or SPC may terminate the Agreement without cause by delivering written notice to the other party at least thirty (30) days prior to the date on which termination is to be effective.

#### Article IV.

#### Modification

The efficacy of the TBEP will be evaluated annually that will allow HCPS and SPC to amend the scope of work and establish a continuation of the TBEP to meet the evolving needs of both institutions. This MOU may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that affects the provisions of this MOU shall be valid unless in writing and executed by SPC and HCPS.

IN WITNESS WHEREOF, the School Board of Hillsborough	County, Florida, the St. Petersburg College,
and the Tampa Bay Educational Partnership have executed	this Memorandum of Understanding the date
first above written.	
William Law, President St. Petersburg College	Date
MaryEllen Elia, Superintendent	 Date
The School Board of Hillsborough County, Florida	
April Griffin, Chair	 Date
The School Board of Hillsborough County, Florida	Date
Donna Elam, Director	Date
Tampa Bay Educational Partnership	

January 15, 2013

#### **MEMORANDUM**

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

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

**SUBJECT:** Workforce Florida, Inc. – Florida Department of Commerce – Quick Response

Training Grant - Power Design, Inc.

Confirmation is sought for a proposal submitted, subject to Board of Trustees' approval, to Workforce Florida, Inc. by St. Petersburg College for the Quick Response Training (QRT) grant on behalf of Power Design, Inc. QRT grants provide funding for customized training to new or expanding businesses. Through this customer-driven program, Florida is able to effectively retain and attract businesses creating new high-quality jobs in targeted industries. The grants are structured to be flexible and "respond quickly" to meet the business's training objectives. Businesses are required to apply for QRT grants through a community college, area technical center or state university, in partnership with the local economic development organization and workforce board. The QRT will assist Power Design in continuing to employ, promote and develop its employees in Florida, providing a strong economic impact in the state. 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.

Power Design is a full-service national electrical subcontractor. Power Design's business focuses on science, engineering, math and other analytical skills that are in shortage across the U.S. and therefore, the company has a made a commitment to provide training to its employees. With employee wages averaging more than \$60,000 a year, the company is forecasting a 43% growth rate in 2013 and expects a similar growth rate in 2014. Through the QRT, the company will train approximately 134 of its newly hired employees through its St. Petersburg headquarters to increase productivity, employee retention and to reduce the risk of relocation. SPC Corporate Training Services will provide consulting and fiscal agent services to Power Design throughout the two-year duration of the program.

The estimated period of performance will be from December 12, 2012 through December 11, 2014. The total project budget is projected to be \$243,264 over two years. Of this amount, the College anticipates receiving approximately \$11,584 for its services over this same two-year period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Anne Cooper, Senior Vice President for Academic & Student Affairs; and James Connolly, Corporate Training Director, recommend approval.

Attachment js0103132

# BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

**Date of BOT Meeting:** January 15, 2013

**Funding Agency or Organization:** Workforce Florida, Inc. – Florida

Department of Commerce

Name of Competition/Project: Quick Response Training Program -

Power Design, Inc.

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

Grant/Contract Time Period: Start: 12/12/12 End: 12/11/14

**Cabinet Member:** Anne Cooper

Manager: James Connolly

### **Focus of Proposal:**

St. Petersburg College's Corporate Training Office will serve as the fiscal agent for Power Design in the implementation of the Quick Response Training Program. Power Design will train approximately 134 of its newly hired employees through its St. Petersburg headquarters to increase productivity, employee retention and to reduce the risk of relocation. SPC Corporate Training will assist Power Design with its monthly reporting to Workforce Florida, Inc. and provide invoicing services. SPC will receive approximately 4.7% of the grant request to cover these costs. SPC will also be able to provide potential training and consulting services outside of the grant at the full corporate training fee.

### **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.)

Subcontract to Power Design	\$231,680
Indirect Cost Recovery	\$ 11,584
Total Budget	<del>\$2</del> 43,264

#### **Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind

matches listed below) \$243,264 Total amount from funder: \$243,264

Amount/value of match:

Cash: N/A

In-kind: N/A

BOT – January 15, 2013 – Information Summary – Workforce Florida, Inc. - Quick Response Training Program – Power Design, Inc.

III.

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:

Promote the community's economic and cultural development with noncredit programs, continuing education lifelong learning, and targeted partnerships and leadership initiatives.

Institutional Initiative(s):

1. Expand outreach to new students and business clientele for the use of Non-Credit Continuing Education Programs, including the Collaborative Labs, with the goal of making them financially self-sustaining.

### SPC 7/24 Initiative Addressed:

Focus: 5. One College

Observable Project:

One Budget: AA/BS – Workforce –
E Campus – Community Mission

#### **MEMORANDUM**

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

FROM: William D. Law, Jr., President

SUBJECT: National Science Foundation—Hillsborough Community College, Regional

Advanced Technology Center Grant

Confirmation is sought for a proposal submitted, subject to Board of Trustees' approval, to the National Science Foundation by Hillsborough Community College in partnership with St. Petersburg College for the Regional Advanced Technology Center grant. Known as the "Florida Advanced Technological Education (FLATE) Regional Center for Manufacturing," the Center creates a manufacturing educational delivery system by offering the technical programs, curriculum development, and activities necessary to meet the workforce capacity needs for the high performance manufacturing sectors within the State of Florida. HCC is seeking a subagreement for a two-year period to provide the same scope of services in prior years. 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 major activities of the FLATE Regional Center include: 1) contributing workforce development and expertise and strategies; 2) identifying workforce skill sets needed for effective partner company interactions; 3) developing Florida Department of Education approved certificate frameworks; 4) making certificate training available to partner companies; and 5) defining and refining the scope of work based on experience obtained from the model developed. Key partners in the initiative are St. Petersburg College, Hillsborough Community College and the University of South Florida.

The estimated period of performance will be from October 1, 2012 through September 30, 2014. The total project budget is contingent on the availability of funds and the scientific progress of the project; however the NSF expects to continue support at approximately \$904,040 for the project period. Of this amount, the College anticipates receiving approximately \$146,268 for its services over a two-year period. SPC's sub-agreement with HCC will be a performance-based, fixed price agreement. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Anne Cooper, Senior Vice President for Academic & Student Affairs; John Chapin, Dean, Natural Sciences; and Brad Jenkins, Associate Dean, Engineering Technology, recommend approval.

Attachment js0103134

### BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

**Date of BOT Meeting:** January 15, 2013

**Funding Agency or Organization:** National Science Foundation – Hillsborough

Community College

Name of Competition/Project: Regional Advanced Technology Center

SPC Application or Sub-Contract: Sub-Contract

Grant/Contract Time Period: Start: 10/01/12 End: 09/30/14

**Cabinet Member:** Anne Cooper

Manager(s): John Chapin/Brad Jenkins

### **Focus of Proposal:**

Known as the "Florida Advanced Technological Education (FLATE) Regional Center for Manufacturing," the Center creates a manufacturing educational delivery system by offering the technical programs, curriculum development, and activities necessary to meet the workforce capacity needs for the high performance manufacturing sectors within the State of Florida. The major activities of the FLATE Regional Center include: 1) contributing workforce development and expertise and strategies; 2) identifying workforce skill sets needed for effective partner company interactions; 3) developing Florida Department of Education approved certificate frameworks; 4) making certificate training available to partner companies; and 5) defining and refining the scope of work based on experience obtained from the model developed. Key partners in the initiative are St. Petersburg College, Hillsborough Community College and the University of South Florida.

### **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	\$ 74,486.38
Fringe	\$ 24,580.51
Travel	\$ 6,366.57
Materials/Supplies	\$ 3,000.00
Indirect	<del>\$-3</del> 7,864.21
Total Budget	\$146,267.67

#### **Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind

BOT – January 15, 2013 – Information Summary – National Science Foundation Regional Advanced Technology Center – Hillsborough Community College matches listed below) \$146,267.67 Total amount from funder: \$146,267.67 Amount/value of match: Cash: N/A In-kind: N/A No X Required match or cost sharing: 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: I. Expand student access to baccalaureate programs, bachelor's degrees, graduate degrees, careers; as well as prepare lower students division for successful transfer into baccalaureate programs through the associate in arts and articulated associate in science degree programs Institutional Initiative(s): 1. Develop and implement new academic programs/program tracks in high-demand areas in response to workplace and student demands SPC 7/24 Initiative Addressed:

Focus: 1. Focus on Student Success

Observable Project: 1. Student Support Systems

January 15, 2013

#### **MEMORANDUM**

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

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

**SUBJECT:** Lease Agreement between St. Petersburg College and the Honorable C.W. Bill

Young, Member of the U.S. House of Representatives, for a Lease of Office

Space at the Seminole Library Addition, Seminole Campus

Authorization is requested to enter into a lease agreement with the Honorable C.W. Bill Young, member of the U.S. House of Representatives. This authorization also includes authority to enter into any renewals of the foregoing lease under the same terms and conditions.

St. Petersburg College ("College"), in conjunction with the Honorable C.W. Bill Young, Member of the House of Representatives ("The U.S. House of Representatives"), has agreed to enter into a new lease agreement for approximately two thousand eight hundred three (2,803) square feet of office space located in the Seminole Library Addition at the Seminole Campus. The lease rate will be \$24.00 per square foot per year for a total annual lease rate of \$67,272.00 (2,803 square feet x \$24.00 per square foot). The term of this lease agreement will begin on January 3, 2013 and will expire on January 2, 2015. The balance of the terms and conditions of this agreement are the same as the previous lease agreement.

The foregoing 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 this 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, recommends approval.

ps0107132

Attachment

## **District Office Lease — Instructions**

## NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 113<sup>th</sup> Congress may not commence prior to January 3, 2013.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 113<sup>th</sup> Congress, leases should end on January 2, 2015, not December 31, 2014.

- The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- Section 1 has three blank lines to be filled in: (1) Square footage of office that is being leased (optional); (2) Street address of office being leased; and (3) City, state and ZIP code where office is being leased.
- Section 2 has four boxes that can be checked on whether any parking is included in the lease two of the options each have a blank line to be filled in if the lease includes any assigned and/or unassigned parking spaces.
- Section 3 has two blank lines to be filled in: (1) Date lease begins (must be on or after January 3, 2013); and (2) Date lease ends (must be on or before January 2, 2015).
- Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- Section 5 has one blank line the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- Sections 1–10, other than filling in the blanks, may not be altered or deleted.
- Section 11 has space provided to list any additional lease provisions.
- Prior to either party signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 113th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- The Member/ Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.
- Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999, but the originals still must be submitted by inter office mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the lease is approved.

## **District Office Lease**

(Page 1 of 2 – 113 Congress)

from tim	e to time by Committee Order) rela	lations of the Committee on House Administration (as modified ting to office space in home districts, Board of Trustees
("Lessor	(Landlord's name) "), andc.w. Bill Young entatives ("Lessee"), agree as for	(Landlord's street address, city, state, ZIP code), a Member/Member-Elect of the U.S. House of llows:
1.	Location. Lessor shall lease to Seminole Campus, 9199 - 113th Street Nort	1
	in the city, state and ZIP code of _	(Office street address) Seminole, Florida 33772 (Office city, state and ZIP)
2.	Parking. The Lease includes (p parking spaces that ar parking spaces that a General off-street parking of  No off-street parking	re unassigned
3.	<b>Term.</b> Lessee shall have and	old the leased premises for the period beginning d ending
4.	<b>Rent.</b> The monthly rent shall be last day of each calendar month basis for any fraction of a month	\$5,606.00 and is payable in arrears on or before the Rent payable under this LEASE shall be prorated on a daily of occupancy.
5.		may be terminated by either party giving days' prior The commencement date of such termination notice shall be the if mailed, the date such notice is postmarked.
6.	•	his Lease, rent payments under Section 4 shall be remitted to the tive Officer of the U.S. House of Representatives ("CAO") on
7.	attached hereto is incorporated	t for 113th Congress. The District Office Lease Attachment herein by reference, and this Lease shall have no force or effect y an executed District Office Lease Attachment for the 113th

Counterparts. This Lease may be executed in any number of counterparts and by facsimile

copy, each of which shall be deemed to be an original but all of which together shall be deemed

8.

to be one and the same instrument.

## **District Office Lease**

(Page 2 of 2 – 113 <sup>th</sup> Congress)

9.	Section Headings.	The section headings of this Lease are for convenience of reference only and
	shall not be deeme	ed to limit or affect any of the provisions hereof.

- **10. Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
- 11. Other. Additionally, the Lessor and the Lessee agree to the following:

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name (Lessee)
Lessee Signature
Date

Save Print

## **District Office Lease Attachment-Instructions**

The District Office Lease Attachment ("Attachment") is a four-page document that must accompany *every* Lease or District Office Lease Amendment ("Amendment") that is submitted for a Member/Member-Elect's District Office.

## NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 113<sup>th</sup> Congress may not commence prior to January 3, 2013.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 113<sup>th</sup> Congress, leases should end on January 2, 2015, not December 31, 2014.

### Four things are required:

- 1. The signature of the Landlord and date;
- 2. The signature of the Member/Member-Elect of Congress and date;
- 3. Contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (scheduler, etc.); and
- 4. The signature from the Office of the Administrative Counsel.

### A few things to keep in mind:

- The Member/ Member-Elect is required to <u>personally</u> sign the documents.
- The Attachment SHALL NOT have any provisions deleted or changed.
- Even if rent is zero, an Attachment is still required.
- Prior to either party signing a Lease or Amendment, the Member/ Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to
  the Administrative Counsel for final approval. The Attachment should be submitted at the same
  time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email
  in PDF form or faxed to (202-225-6999), but the originals still must be submitted by interoffice
  mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made.
- The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

## **District Office Lease Attachment**

(Page 1 of 4 – 113 Congress)

- 1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
- 2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives ("House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House ("CAO") to Lessor to satisfy Lessee's rent obligations under the Lease which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- **3. Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
- 4. Compliance with House Rules and Regulations. Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
- **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- **6. Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
- 8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

## **District Office Lease Attachment**

(Page 2 of 4 – 113 Congress)

- **9. Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 113th Congress, the Lease will be considered null and void.
- 10. Early Termination. If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
- 11. Notification upon Occurrence of Certain Events. Lessor agrees to promptly notify Lessee in writing in the event Lessor sells, transfers, or otherwise disposes of the leased premises; in the event Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. Lessee shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515.
- 12. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall not require the review and approval of the Administrative Counsel.
- **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 14. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
- **15. Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under <u>Sections 13</u> and <u>14</u>.
- **16. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 17. Federal Tort Claims Act. Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

## **District Office Lease Attachment**

(Page 3 of 4 – 113 Congress)

- **18. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 19. Compliance with Laws. Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- **20. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- **21. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- 22. Conflict. Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
- **23. Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- **24. Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- **25. District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- **26. Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

## **District Office Lease Attachment**

(Page 4 of 4 – 113 Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Board of Trustees of St. Petersburg College

Print Name (Lessor)	Print Name (Lessee)	
Lessor Signature	Lessee Signature	
Date	Date	
From the Member's Office, who is the point of contact for questions?  Name_Shirley Miaoulis Phone ( 727 394-6950 F-mail		,
This District Office Lease Attachment and the attached Lease of approved, pursuant to Regulations of the Comm		
Signed	Date , 20	
(Administrative Counsel)		
Save	Print	

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.

Copies may also be faxed to 202-225-6999

January 15, 2013

#### **MEMORANDUM**

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

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

**SUBJECT:** Lease Agreement between St. Petersburg College and the Honorable Gus

Bilirakis, Member of the U.S. House of Representatives, for a Lease of Office

Space at the Olympia Building, Tarpon Springs Campus

Authorization is requested to enter into a lease agreement with the Honorable Gus Bilirakis, member of the U.S. House of Representatives. This authorization also includes authority to enter into any renewals of the foregoing lease under the same terms and conditions.

St. Petersburg College ("College"), in conjunction with the Honorable Gus Bilirakis, Member of the House of Representatives ("The U.S. House of Representatives"), has agreed to enter into a lease agreement for approximately two hundred eighty-four (284) square feet of office space located in the Olympia Building at the Tarpon Springs Campus. The lease rate will be \$15.00 per square foot per year for a total annual lease rate of \$4,260 (284 square feet x \$15.00 per square foot). The term of this lease agreement will begin on January 3, 2013 and will expire on January 2, 2015.

The foregoing 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 this 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, recommends approval.

ps0107132

Attachment

## **District Office Lease – Instructions**

# NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 113<sup>th</sup> Congress may not commence prior to January 3, 2013.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 113<sup>th</sup> Congress, leases should end on January 2, 2015, not December 31, 2014.

- The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- Section 1 has three blank lines to be filled in: (1) Square footage of office that is being leased (optional); (2) Street address of office being leased; and (3) City, state and ZIP code where office is being leased.
- Section 2 has four boxes that can be checked on whether any parking is included in the lease –
  two of the options each have a blank line to be filled in if the lease includes any assigned and/or
  unassigned parking spaces.
- Section 3 has two blank lines to be filled in: (1) Date lease begins (must be on or after January 3, 2013); and (2) Date lease ends (must be on or before January 2, 2015).
- Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- Section 5 has one blank line the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- Sections 1–10, other than filling in the blanks, may not be altered or deleted.
- Section 11 has space provided to list any additional lease provisions.
- Prior to either party signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 113th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- The Member/ Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.
- Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999, but the originals still must be submitted by inter office mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the lease is approved

## **District Office Lease**

(Page 1 of 2 – 113 Congress)
Pursuant to 2 U.S.C. § 57, and the Regulations of the Committee on House Administration (as modified

	-		Board of T	rustees
from tim	e to time by Committee Order) re	lating to office space in ho	me districts,	
	sburg College ,			
	(Landlord's name) "), andC.W. Bill Young		andlord's street address, city, state, r/Member-Elect of the U.S. Hou	, ZIP code) ise of
Represe	ntatives ("Lessee"), agree as f	ollows:		
1.	<b>Location.</b> Lessor shall lease t Seminole Campus, 9199 - 113th Street No		_ square feet of office space !	located at
	in the city, state and ZIP code of	(Office street address) Seminole, Florida 33772 (Office city, sta	·	
	Parking. The Lease includes ( parking spaces that a parking spaces that General off-street parking	are assigned	** */	
	☐ No off-street parking  Term. Lessee shall have and			
	January 3 , 20 13 a District Office Lease ("LEAS 2, 2015, which is the end of the elected.			
	<b>Rent.</b> The monthly rent shall blast day of each calendar month basis for any fraction of a month	th. Rent payable under	and is payable in arrears on or this LEASE shall be prorated	before the d on a daily
	<b>Early Termination.</b> This Leas written notice to the other party date such notice is delivered or	y. The commencement of	late of such termination notic	ays' prior e shall be the
	<b>Payments.</b> During the term of Lessor by the Chief Administrate behalf of the Lessee.			
	District Office Lease Attachme attached hereto is incorporated unless and until accompanied Congress.	d herein by reference, an	d this Lease shall have no fo	rce or effect
	<b>Counterparts.</b> This Lease may copy, each of which shall be d			

to be one and the same instrument.

# **District Office Lease** (Page 2 of 2 – 113 th Congress)

9.	Section Headings.	The section headings	of this Lease are	for convenience	of reference	only and
	shall not be deem	ed to limit or affect an	y of the provisions	s hereof.		

- **10. Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
- 11. Other. Additionally, the Lessor and the Lessee agree to the following:

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

of Trustees of St. Petersburg College	
Print Name (Lessor/Landlord)	Print Name (Lessee)
Lessor Signature	Lessee Signature
Date	Date
Date	Date
Save	Print

### **District Office Lease Attachment-Instructions**

The District Office Lease Attachment ("Attachment") is a four-page document that must accompany *every* Lease or District Office Lease Amendment ("Amendment") that is submitted for a Member/Member-Elect's District Office.

## NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 113<sup>th</sup> Congress may not commence prior to January 3, 2013.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 113<sup>th</sup> Congress, leases should end on January 2, 2015, not December 31, 2014.

### Four things are required:

- 1. The signature of the Landlord and date;
- 2. The signature of the Member/Member-Elect of Congress and date;
- 3. Contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (scheduler, etc.); and
- 4. The signature from the Office of the Administrative Counsel.

### A few things to keep in mind:

- The Member/ Member-Elect is required to <u>personally</u> sign the documents.
- The Attachment **SHALL NOT** have any provisions deleted or changed.
- Even if rent is zero, an Attachment is still required.
- Prior to either party signing a Lease or Amendment, the Member/ Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to
  the Administrative Counsel for final approval. The Attachment should be submitted at the same
  time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email
  in PDF form or faxed to (202-225-6999), but the originals still must be submitted by interoffice
  mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made.
- The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

*U.S. House of Representatives* Washington, D<sub>1</sub>C. 20515

## **District Office Lease Attachment**

(Page 1 of 4 – 113 Congress)

- 1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
- 2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives ("House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House ("CAO") to Lessor to satisfy Lessee's rent obligations under the Lease which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- 3. Modifications. Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
- 4. Compliance with House Rules and Regulations. Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
- **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- **6. Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
- 8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

## **District Office Lease Attachment**

(Page 2 of 4 – 113 Congress)

- **9. Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 113th Congress, the Lease will be considered null and void.
- 10. Early Termination. If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
- 11. Notification upon Occurrence of Certain Events. Lessor agrees to promptly notify Lessee in writing in the event Lessor sells, transfers, or otherwise disposes of the leased premises; in the event Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. Lessee shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515.
- **12. Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall not require the review and approval of the Administrative Counsel.
- **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 14. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
- **15. Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under <u>Sections 13</u> and 14.
- **16. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 17. Federal Tort Claims Act. Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

# *U.S. House of Representatives* Washington, D<sub>1</sub>C. 20515

## **District Office Lease Attachment**

(Page 3 of 4 – 113 Congress)

- **18. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 19. Compliance with Laws. Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- **20. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- **21. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- **22. Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
- **23. Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- **24. Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- **25. District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- **26. Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

## District Office Lease Attachment

(Page 4 of 4 – 113 Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

	Print Name (Lessor	·)	Print Name (Lessee)	
	Lessor Signature	<del></del>	Lessee Signature	-
	Date		Date	-
Name	Phone (	_) E-mail _	@mail.house.gov	•
Shirley Miaoulis	From the Mer	mber's Office, who is th	he point of contact for questions?  shirley.miaoulis	
			Lease or Amendment have been reviewed and are Committee on House Administration.	
Signed				
<i>S</i>	(Administrative Co	unsel)		
		Save	Print	
			Print  7 Ford House Office Building, Washington, D.C. 20515.	

January 15, 2013

#### **MEMORANDUM**

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President

SUBJECT: Quarterly Informational Report of Construction Contract Approvals Not

Exceeding \$325,000

Board of Trustees Rules 6Hx23-6.09 and 6Hx23-6.10 authorize the President to approve construction contracts and change orders to construction contracts for extensions of time and for increases in an amount not to exceed CATEGORY FIVE, Florida Statutes 287.017 (currently \$325,000), with the stipulation that the Board of Trustees will be informed of these approvals on a quarterly basis. This memo is to inform the Board of Trustees of the following items approved from October 1, 2012 through December 31, 2012.

1. Authorization was granted to approve the Guaranteed Maximum Price of \$113,379.29 from IROK Constructional Services, LLC, and to proceed with the Construction subject to further refinements of the terms, conditions, and bidding, and to issue all necessary purchase orders for Project #186-U-11-1, Demolition of Annex 1 for Parking, Epicenter.

This *Type II Miscellaneous Construction Manager at Risk Services*, *Collegewide (up to \$1 Million)* project consists of the demolition of the Annex 1 building, seeding of the area that was once occupied by the building, and installation of two parking lights in the existing Annex 1 parking lot.

The Guaranteed Maximum Price (GMP) for this project is \$113,379.29 with a total project budget of \$150,000. The funding sources for this project are Public Education Capital Outlay (PECO) and Student Capital Improvement Fees (SCIF). This project is scheduled to be completed by January 17, 2013.

Funding Source for the total project budget:

Public Education Capital Outlay Funds (PECO) – General	
Renovate/Remodel, Roofs, HVAC, ADA, Utilities, Site (186)	\$37,604.51
Student Capital Improvement Fees	\$112,395.49
Total Project Budget:	\$150,000.00

2. Authorization was granted to approve the Guaranteed Maximum Price of \$122,634.98 from Eveland Brothers, Inc., and to issue all necessary purchase orders for

# Project #1707-S-13-2, Phase I, Demolition for New Library Building, Clearwater Campus.

This *Type II Miscellaneous Construction Manager at Risk Services, Collegewide (up to \$1 Million)* project consists of demolition of the church building to prepare for the New Library Building, at the Clearwater Campus.

The Guaranteed Maximum Price (GMP) for the project is \$122,634.98 with a total project budget of \$200,000. The funding source for this project is the Midtown and Clearwater Library Projects Reserve. This project is scheduled to be complete by April 20, 2013.

Funding Source for the total project budget:

Midtown and Clearwater Library Projects Reserve	\$200,000.00
Total Project Budget:	\$200,000.00

# 3. Authorization was granted to approve Change Order #1, for Eveland Brothers Inc., Project #1707-S-13-2 Phase 1, Demolition for New Library Building, Clearwater Campus.

This *Type II Miscellaneous Construction Manager at Risk Services, (up to \$1 Million)* project consists of demolition of the church building to prepare for New Library Building at the Clearwater campus.

Change Order #1 in the amount of \$7,150.00 for this project is detailed below:

Original GMP:	\$122,634.98
Change Order #1 –PR#1 is for licensed roofing asbestos abatement on the project as now required by Pinellas County Air Quality Control, in lieu of wet demolition that was previously included in the scope of work. The additional scope was not in the original bid Contract Documents.	\$7,150.00
Revised GMP:	\$129,784.98

Funding Source for the total project budget:

Midtown and Clearwater Library Projects Reserve	\$200,000.00
Total Project Budget:	\$200,000.00

This information is provided by Doug Duncan, Senior Vice President, Business Services and Information Technology; James Pedicone, Acting Director of Design and Construction; pursuant to board of Trustees Rules 6Hx23-6.09 and 6Hx23-6.10

las0104133

January 15, 2013

#### **MEMORANDUM**

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

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

**SUBJECT:** Tarpon Springs Campus – Land Sale Agreement with R.K.M. Development

Corporation

Authorization is requested to sell 0.91 acres of land on the Tarpon Springs Campus to R.K.M. Development Corporation ("RKM"). The proposed purchase price is \$400,000 supplemented by additional parking and site improvements for the College.

Currently, there is an older gas station on the parcel adjacent to the subject property. RKM wants to purchase the subject property and the adjacent parcel and construct a new convenience store and gas station (WAWA). The property being sold by the college will be used for additional parking for the store.

As a condition to acquisition of this Property, RKM will also construct additional parking on existing college property to replace that being lost via the sale of the property to RKM. This will allow the college to incorporate improvements to the main entrance of the Tarpon campus.

The terms of the purchase and sale agreement are attached for review.

This proposed transaction is being provided to the Board as required by Florida Statutes, Chapter 1013.15, Disposal of property, Section (1)(a), which provides in relevant part:

Subject to rules of the State Board of Education, a district school board, the Board of Trustees for the Florida School for the Deaf and the Blind, or a Florida College System institution board of trustees may dispose of any land or real property to which the board holds title which is, by resolution of the board, determined to be unnecessary for educational purposes as recommended in an educational plant survey. A district school board, the Board of Trustees for the Florida School for the Deaf and the Blind, or a Florida College System institution board of trustees shall take diligent measures to dispose of educational property only in the best interest of the public.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology, recommends approval.

#### PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made as of the last date that this Agreement is executed by either party as indicated beneath the signatures (the "Effective Date"), between St. Petersburg College ("Seller") and R.K.M. Development Corp., a Florida corporation ("Buyer").

- Sale of Property. Seller agrees to sell and Buyer agrees to purchase, subject to the terms and conditions of this
  Agreement, that property in the County of Pinellas, State of Florida, as shown on the attached Exhibit A, being a total of
  approximately .91 acres, together with all appurtenant rights of Seller including, without limitation, adjacent streets, roads, alleys and
  right-of-ways and such other rights as may be specified in this Agreement (collectively the "Property").
  - 2. Purchase Price. The purchase price is \$400,000.00, payable as follows:
- \$5,000.00 Earnest money deposit-to be delivered to James C. Rowe ("Escrow Agent") within 5 days of the execution of this Agreement by both parties. Escrow Agent may (but is not required to) deposit the earnest monies in an interest bearing account and, if so, interest earned will be credited to Buyer. This deposit shall be paid to Seller at closing, subject to other provisions of this Agreement. If any dispute arises concerning the deposit, the Escrow Agent may interplead the funds, be released from further responsibility, and will not be restricted from representing Buyer in connection with any matters relating to the Agreement. Any reference in this Agreement to earnest monies shall include all deposits plus any accrued interest.

Balance Cash, cashiers/certified check, or wire transfer payable at closing, as adjusted by pro rations and closing costs described below.

3. Inspection Period. Buyer shall have a period of One Hundred Twenty (120) days (the "Inspection Period") from the Effective Date of this Agreement to perform studies and inspections to determine if the Property, in its sole discretion, is suitable for its proposed commercial development (including, without limitation, market studies, site plans, and architectural drawings). Seller shall provide Buyer within 20 days of the Effective Date with copies of any existing studies or reports that Seller has in connection with the Property relating to environmental conditions, soil conditions, engineering studies, wetlands mitigation, storm water retention/detention, SWFWMD compliance, traffic studies, utility plans, surveys, and title insurance policies; provided, however that Seller is providing this for informational purposes only and is not making any representation or warranty, either express or implied, with respect to the completeness or accuracy of the information contained in such studies or reports and Buyer is relying solely on its own investigations and inspections of the Property. Seller grants Buyer and Buyer's representatives the right to go on the Property to conduct its site studies during this Inspection Period and up to and including the Closing Date. Buyer agrees to restore the Property substantially to its original condition after completion of studies and inspections. Buyer agrees to hold Seller harmless from any damages or liabilities arising from injuries or property damage caused by activities of Buyer or its representatives permitted under this paragraph and further agrees that no liens shall be permitted to be attached to the Property as a result of any such activities.

If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed development and gives written notice of this fact to Seller during the Inspection Period, then this Agreement shall terminate and all earnest monies shall be returned to Buyer.

4. Title Commitment and Survey. Within 30 days from the end of the Inspection Period, Buyer, at its expense, shall order a title commitment from Lawyer's Title Insurance Corporation ("Title Company") and obtain a copy of all documents which constitute exceptions to the title commitment. Buyer shall give Seller written notice on or before 30 days after the receipt of the title commitment (or any update prior to closing) of any condition of title (exceptions or requirements) that is not satisfactory, in Buyer's sole discretion. Similarly, Buyer shall have 30 days after obtaining the survey as described below (or any update prior to closing) within which to notify Seller of any unsatisfactory survey matters. If such notice is given, Seller shall diligently undertake, at their expense, to resolve such matters to Buyer's satisfaction; provided, however, that at closing mortgages, other liens, or matters subject to resolution from the sales proceeds may be resolved at closing. If Seller is unable with the exercise of due diligence toresolve such matters within 60 days after Buyer's notice, then Buyer may, at its option, either (1) accept title subject to the objections raised by Buyer, without any adjustment in the Purchase Price, or (2) rescind this Agreement, whereupon the earnest monies shall be returned to Buyer, or (3) work with Seller to satisfy unacceptable matters and postpone the closing date the same time period as it takes to satisfy these matters. Seller shall reimburse Buyer for the cost of the search and examination for the title commitment at closing.

Within 30 days from the end of the Inspection Period, Buyer, at its expense, shall order a current survey of the Property prepared by a duly licensed land surveyor. The survey shall be certified to the Buyer, Seller, and the Title Company and contain a certification of the acreage contained within the Property, as well as show all easements and other matters which are capable of being located on a survey. In the event the survey (or any update prior to closing) shows any encroachments relating to the Property, or any easement, or other matters which would, in Buyer's reasonable opinion, interfere with Buyer's intended use of the Property, then such matter shall be treated in the same manner as a title defect under the procedure set forth above.

5. Closing. This Agreement shall be closed in the following manner.

A. Closing Date. The "Closing Date" shall be a date selected by Buyer to be on or before One Hundred Eighty (180) days after the end of the Inspection Period. Notwithstanding the foregoing, in the event Buyer has not received the necessary approvals for Buyer's proposed development from the County of Pinellas or any other government & municipal agencies with jurisdiction over the Property, Buyer may extend the closing date for three additional periods of thirty (30) days each upon payment of \$5,000 to the Escrow Agent at the time each such extension is requested, which deposits shall be non refundable (subject only to Seller's ability to convey clear title and the fulfillment of the conditions precedent identified in Paragraph 8 below or if Buyer is unable to obtain governmental approvals necessary for it's intended use of the Property), and shall be applied towards the Purchase Price at closing. The closing will take place at a mutually agreed upon place, or may be completed by delivery of executed closing documents by mail or overnight delivery service. Seller shall deliver occupancy and possession of the Property to Buyer at the time of closing unless otherwise stated herein.

- B. <u>Seller's Instruments</u>. At or prior to the Closing Date, Seller shall deliver to the Escrow Agent the following items, duly executed and acknowledged where required:
- Warranty Deed. A general warranty deed in form satisfactory to Buyer, specifically stating all approved exceptions to title.
- (2) Foreign Person Tax Withholding. Documentation or information required for compliance with Section 1445 of the Internal Revenue Code.
- (3) Additional Documents. Such additional documents as might be reasonably required by the Buyer, Buyer's Lender, or the Title Company to consummate the sale of the Property to the Buyer.
- C. Costs. Seller will pay the costs of all brokerage commissions payable in connection with the sale, all documentary stamp taxes and recording costs on the warranty deed, the premium for the owner's title insurance policy at the lowest available promulgated rates, and reimburse Buyer for the cost of the title insurance commitment. Buyer will pay all costs of its survey and all costs relating to any financing of the purchase.
- D. <u>Tax Prorations</u>. All taxes and assessments (including pending assessments if the related improvement is substantially completed as of the Closing Date), whether payable in installments or not, for the year of closing will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation, applying the full available discount (with the parties signing a proration agreement as to adjustments when actual taxes are known).
- 6. <u>Failure of Performance</u>. If Seller fails to perform as required under this Agreement, then either (1) Buyer may enforce specific performance of this Agreement and in such action shall have the right to recover damages suffered by Buyer by reason of delay in the acquisition of the Property, or (2) Buyer may recover damages for breach of this Agreement, together with all other legal and equitable remedies, without acquiring the Property. If Buyer fails to perform as required under this Agreement, then Seller shall receive as its sole remedy the earnest monies as liquidated damages (specific damages being waived by Seller).
- Representations and Warranties of Seller. Seller represents and warrants to Buyer the matters described below and shall promptly notify Buyer of any new information relevant to such matters through closing.
- A. <u>Seller's Title</u>. Seller holds good and marketable fee simple title to the Property, free and clear of all liens, restrictions and encumbrances (other than what may be satisfied at closing or are acceptable to Buyer under Paragraph 4 above). The person signing this Agreement on behalf of Seller (if an entity) has the proper power and authority to bind the Seller.
- B. Adverse Information. There are no condemnation, zoning or other land use regulations, proceedings, either instituted, or planned to be instituted (except those which may be instituted by Buyer), which would affect the Property, nor does Seller have any pending applications or petitions before any governmental or regulatory body relating to the Property. Seller has received no notice of any special assessment proceedings. Seller has no information or knowledge of (1) any change contemplated in any applicable laws, ordinances, or regulations, (2) any judicial or administrative action, (3) any action by adjacent landowners, (4) natural or artificial conditions upon the Property, which would prevent, impede, or render more costly Buyer's use of the Property; or (5) any defects or conditions in need of repair on the Property (all of the foregoing being subject to such matters as Seller has disclosed in the Agreement).
- C. <u>Closing Documents</u>. All the documents executed by the Seller which are to be delivered to Buyer at closing are, or at closing will be, (1) duly authorized, executed and delivered by Seller, (2) legal, valid, and binding obligations of Seller, and (3) sufficient to convey title (if they purport to do so); and such documents do not and at the closing will not violate any provisions of any agreement to which Seller is a party or to which Seller is subject.
- D. <u>Costs Paid</u>. At the closing there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or material men's liens arising from any labor or materials furnished to the Property prior to closing.
- E. <u>Parties in Possession</u>. As of closing there shall be no one in possession or with any rights of possession of the Property other than Seller (an affidavit as to this shall also be executed at closing).
- F. Environmental Concerns. Seller shall provide Buyer within 20 days of the Effective Date of this Agreement copies of any Phase I or Phase II environmental reports that Seller has in its possession or control relating to environmental conditions of the Property (collectively, the "Environmental Documents"). Other than what is disclosed in the Environmental Documents, Seller has no knowledge that the Property has in the past been used or is presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste". Furthermore, there has not been and is no leaking or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; and there have not been and are no buried or semi-buried or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property. The terms "hazardous waste", "hazardous substances", and "toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C., 960 et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C., 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 9601 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns. If "hazardous waste", "hazardous substances", or "hazardous material" is located on the Property, then Buyer shall have the option to either close this transaction and require Seller, at Seller's expense, to deliver the Property free from the condition provided the cost does not exceed \$100,000, or Buyer may elect to terminate this Agreement and all earnest monies shall be returned to Buyer.

- G. <u>Covenants of Seller</u>. Seller covenants that, after the Effective Date, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property or create any lien, encumbrance or charge on the Property.
- 8. Conditions Precedent. Buyer's obligation to close is subject to the satisfaction, as of the Closing Date, of each of the conditions described below (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing Date). Unless specifically stated as Seller's obligation, the satisfaction of all these conditions shall be at Buyer's sole expense. Buyer shall diligently and in good faith pursue the satisfaction of these conditions and Seller shall promptly cooperate whenever required by Buyer. In the event the conditions below have not been satisfied to the Buyer's satisfaction, the Buyer shall have the right to terminate this Agreement by so notifying Seller in writing. In such event, the Escrow Agent shall return the earnest money to Buyer.
- A. <u>Correctness of Representations and Warranties</u>. The representations and warranties of Seller shall be true on and as of the Closing Date.
- B. <u>Compliance by Seller</u>. Seller shall have performed, observed and complied with all of its covenants, agreements and conditions as required by this Agreement.
  - C. Zoning. As of the Closing Date the Property shall be zoned for commercial real estate.
- D. No Moratoriums. There shall be no development or building moratorium in effect with regard to the Property. In the event any such moratorium shall exist, then Buyer shall have the option of either (1) closing the transaction in accordance with the terms of this Agreement, (2) delaying closing until after the moratorium is lifted, or (3) terminating this Agreement by notice to the Seller, in which event the earnest monies shall be returned to Buyer.
- E. <u>Ingress and Egress</u>. There shall be suitable ingress and egress to the Property, including all necessary turning movements and curb cuts for Buyer's proposed development.
- F. <u>Sanitary Sewer and Water Facilities</u>. Buyer shall have (1) determined that sanitary sewer and water facilities adequate to serve the Property are available and (2) secured all required governmental approvals for the installations and use of such sanitary sewer and water facilities.
- G. <u>Utilities</u>. Buyer shall have made arrangements satisfactory to it for the provisions of utilities as are necessary and adequate for Buyer's proposed use.
- H. <u>Acquisition of Adjacent Parcel.</u> The purchase of this Property is contingent on the acquisition by Buyer of the adjacent property to the northeast of the Property currently operating as a service station, whose address is 38590 U.S. Highway 19 North, Palm Harbor, FL 34684, as described on the attached Exhibit "B".
- Governmental Approvals. Buyer shall have received all necessary governmental approvals from the appropriate
  authorities for Buyer's proposed development, including without limitation building permits, site plan approval, and storm water
  retention. In addition, Buyer shall have received approval of its proposed end user of the site plan as satisfying all of the end user's
  conditions pursuant to its lease agreement with Buyer.
- 9. <u>Buyer's Obligation to Replace Parking</u>. As a condition of the acquisition of this Property, Buyer hereby agrees to construct the Added Parking Spaces ("Additional Parking") as shown on Exhibit "A" which is attached hereto. Buyer shall construct the Additional Parking within One Hundred Twenty (120) Days after the Closing Date in accordance with generally accepted standard parking space dimensions and using accepted standard construction materials.
- 10. Cooperation. Seller shall cooperate with Buyer as to all consent requirements relating to governmental approvals (e.g., D.O.T., site plan, zoning, water management, building permits, etc.), all of which shall be at Buyer's sole cost.
- <u>Disclosure by Buyer</u>. The principal of Buyer, through an affiliate corporation, is a Florida licensed real estate broker, although Buyer is dealing in its own behalf.
- 12. Expiration of Offer. Buyer's execution of this Agreement constitutes an offer by Buyer. This offer shall expire if this Agreement is not executed by Seller and returned to Buyer by November 30, 2012.
- 13. <u>Tax-Deferred Exchange</u>. Seller shall have the option to arrange for a tax-deferred exchange of the Property provided that no additional cost or time delay is occasioned to the Buyer by virtue of the tax-deferred exchange. Buyer agrees to cooperate with Seller in the arrangement of such a tax-deferred exchange, at Seller's sole cost.
  - 14. Miscellaneous. It is further agreed as follows:
- A. Notice. All notices will be in writing and served by postage prepaid certified mail, by next day delivery (such as Federal Express), or by facsimile transmission to the addresses shown below, until notification of a change of such addresses. All such notices shall be deemed delivered on the date initiated.

For Buyer: For Seller:

William C. Lloyd R.K.M. Development Corp. 147 2<sup>nd</sup> Avenue South, Suite 400 (727) 895-2150 (727) 821-5461 FAX

- B. <u>Survival</u>. All representations and warranties in this Agreement shall survive the closing, as shall any covenants for performance after closing.
- C. <u>No Waiver</u>. Failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.
- D. Brokerage. Seller and Buyer warrant and represent to each other that the sole broker involved in this transaction are R.K.M Properties, Inc. licensed real estate broker and Renaissance Realty Company, LLC, Florida licensed real estate broker, whose commission is the sole responsibility of Seller and shall be a total of 5% of the Purchase Price to be paid at closing. Seller and Buyer agree to indemnify and hold each other harmless from and against any other claims with respect to any form of compensation asserted by anyone in connection with the Agreement. If this Agreement should fail to close for any reason whatsoever, then no commission shall be due to the broker.
- E. Entire Agreement. This document constitutes the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.
- F. <u>Binding Effect</u>. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties. There are no restrictions on assignment (although assignment shall not relieve the assigning party from responsibilities under this Agreement).
- G. <u>Attorney's Fees</u>. If either party prevails against the other in a legal action concerning any part of this Agreement, the successful party shall be entitled to its reasonable attorney's fees and costs connected with such action, through appellate and bankruptcy proceedings, in addition to all other recovery or relief. Costs shall include all deposition costs and expert fees, even if not used at trial.
- H. Governing Law. This Agreement shall be governed and enforced in accordance with Florida law, with venue elected to be in Pinellas County.
- Construction of Terms. Descriptive headings are for convenience only and shall not control or affect the
  meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of
  the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may
  be appropriate.
- J. <u>Severability</u>. In case any of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.
- K. <u>Relationship of Parties</u>. The parties are not partners or business associates in any form, as they are solely dealing at arms length as Seller and Buyer with respect to the Property.
- L. <u>Dates</u>. If any date provided for in this Agreement falls on a Saturday, Sunday, or holiday, the date shall be the next business day.
  - M. Recording. Buyer may record this Agreement.
- 15. <u>Radon Gas</u>. Buyer hereby acknowledges having received the following notification pursuant to Florida Statute 404.056:

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 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.

16. <u>Signatures</u>. The parties have signed this Agreement as of the Effective Date, which shall be the last date this Agreement is executed by either party as indicated beneath their signatures. This Agreement may be signed in several counterparts and, together, shall constitute one document. Facsimile copies of signatures or digitally scanned signatures are acceptable to evidence complete agreement.

CELLED.

BUYER:	SELLER:
R.K.M. Development Corp.	St. Petersburg College
William C. Lloyd	Ву
Title:fusulit	Title:
Date:	Date:

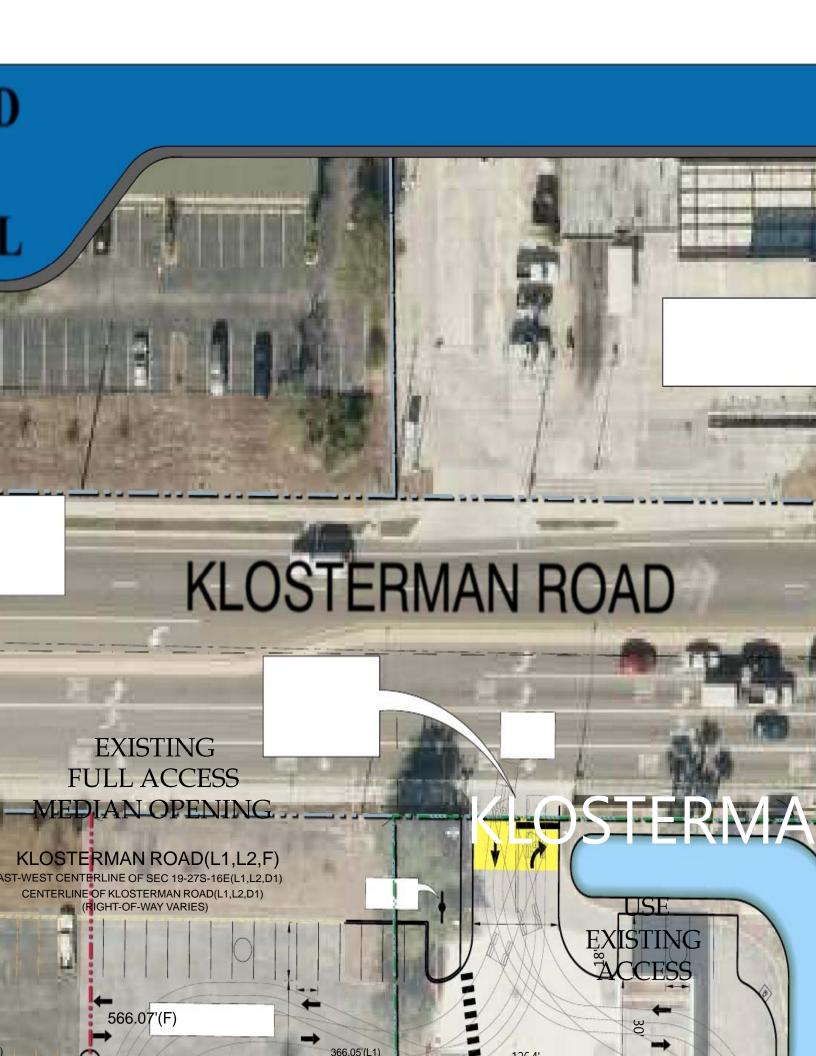
## EXHIBIT A

The following Tax Parcel ID Number in Pinellas County, Florida:

19-27-16-89442-0491 consisting of approximately 0.91 acres or 39,640 square feet.







# **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:

HIRE Budgeted								
Effect. Date	Name	Department/Location	Title					
1/2/2013	Stanley,Kevin	Fine & Applied Arts SE	Academic Department Chair					
11/26/2012	Mohammed,Raynier	Central Records DO	Administrative Svcs Assistant					
11/12/2012	Turner, Hillary R	Central Records DO	Administrative Svcs Assistant					
11/26/2012	Arwood, Richard Charles	Custodial Services SE	Custodial Supervisor					
11/13/2012	Paden, Melanie Woods	District Library DO	Instructional Support Spec.					
12/10/2012	Weld,Tara J	Fine & Applied Arts CL	Sr Administrative Svcs Assist					
11/10/2012	Pagan, Norberto	Landscape Services TS	Sr Landscaper					
12/3/2012	Madera, Evelyn	College Student Supp Svcs DO	Student Support Advisor					
12/10/2012	Smith Jr,Richard L	Registration SPG	Student Support Advisor					
12/10/2012	Sullivan, Jonathan A	Provost SE	Technology Support Specialist					

HIRE Temporary/Supplemental							
Effect. Date	Name	Department/Location	Title				
12/3/2012	Gifford,Jillian B	BA Programs/UPC	Adjunct Bach Prog.				
12/3/2012	Miller, Abraham L	BA Programs/UPC	Adjunct Bach Prog.				
12/3/2012	Robinson, Marika K.	Interpreter Training CL	Contributed Service				
11/29/2012	Gray,Sheldon	SPC-Downtown	General Support				
12/3/2012	Lamacchia, Merissa Ann	Veterinary Technology HC	General Support				
11/10/2012	Martin,Lindsey J	Veterinary Technology HC	General Support				
12/10/2012	Shin,Nanjoo	Natural Science CL	General Support				
10/29/2012	Hahn, Nicole	Veterinary Technology HC	General Support				
11/6/2012	Hawkins, Connor Matthew	SPC-Downtown	General Support				

11/13/2012	Barna,Penny J	College of Education	Instructor - Temporary Credit
11/30/2012	DeNote, Matthew P	Business Technologies SP	Instructor - Temporary Credit
11/15/2012	Fritch,Karen L.	Business Technologies CL	Instructor - Temporary Credit
1/2/2013	Oddo,Louis	Social Science SE	Instructor - Temporary Credit
11/19/2012	Weber,Susan E.	College of Education	Instructor - Temporary Credit
11/6/2012	Dobbs,Dawn M	Letters TS	Instructor - Temporary Credit
11/7/2012	Haddix, Timothy A	Natural Science TS	Instructor - Temporary Credit
11/6/2012	Orr,Lance Y.	Letters TS	Instructor - Temporary Credit
1/2/2013	Beardsley,Mitchel A	Criminal Justice AC	Instructor- Temporary Non-Cred
1/2/2013	Boman, Eugene B	Criminal Justice AC	Instructor- Temporary Non-Cred
11/10/2012	Caminiti,Kimberly M	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/27/2012	Creegan,Hugh J	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
12/17/2012	Cullinan,John J	Florida Natl. Guard Grant - AC	Instructor- Temporary Non-Cred
1/2/2013	Dorr,Randall Scott	Criminal Justice AC	Instructor- Temporary Non-Cred
11/10/2012	Gregorich,Amy A	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
1/2/2013	Griffth,Daniel T	Criminal Justice AC	Instructor- Temporary Non-Cred
12/10/2012	Hermosillo,Raymond D	Florida Natl. Guard Grant - AC	Instructor- Temporary Non-Cred
11/10/2012	Krucki,Lorelei M.	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
1/2/2013	Mojado, Janine E	SE Public Safety Institute AC	Instructor- Temporary Non-Cred
11/10/2012	Nauman,Mark R	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/30/2012	Naylor,Kevin P	EMS/CME - HC	Instructor- Temporary Non-Cred
11/13/2012	Piacenza, Michael E	Allstate Center Provost	Instructor- Temporary Non-Cred
12/8/2012	Stefanik,Richard J	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/10/2012	Torres,Steven A	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
12/3/2012	Noble,Brent	Academic & Student Affairs	OPS Career Level 1
12/13/2012	Statham, Monique	Provost CL	OPS Career Level 1
10/22/2012	Asbury, Darlene K	Custodial Services DO	OPS Career Level 1
12/12/2012	Masciarelli, Andrea J	Special Programs/Intl Educ DO	OPS Career Level 2
10/29/2012	Gray,Estella V	College Reach Out Program DO	OPS Career Level 2
12/6/2012	Chase, Nicolas James	SPC-Downtown	OPS Career Level 3
12/6/2012	O'Loughlin,Patricia E	SPC-Downtown	OPS Career Level 3
12/3/2012	Dalessio, Cristin Marie	District Library DO	OPS Career Level 5
11/27/2012	Hofmann, Michael J	District Library DO	OPS Career Level 5
11/13/2012	Swenton, Christopher C	Facilities Plan & Inst Svcs	OPS Career Level 5
12/11/2012	Taylor, Michelle Marie	Business Technologies CL	OPS Career Level 5
12/2/2012	Abaquita,Edwin Villaluna	District Library DO	Other Professional- Temporary
11/24/2012	Baldwin,Margaret K	Veterinary Technology HC	Other Professional- Temporary
12/3/2012	Jakupovic,Edin	Academic Effective & Assessmt	Other Professional- Temporary
TRANSFER/PRO	OMOTION Budgeted		

TRANSFER/P	TRANSFER/PROMOTION Budgeted								
Effect. Date	Title								
12/10/2012	Kraus,Ryan C	Central Records DO	Academic Records Specialist						
12/10/2012	Chang,Jimmy H.	Academic & Student Affairs	Dean, Lower Division						
12/24/2012	Flaherty,Brian	Maintenance Services TS	Facilities Specialist						

10/27/2012Allen,Shelly JLandscape Services TSLandscaper12/3/2012Graham,Gary W.Natural Science CLProgDirectorII -FL Trade Grant12/24/2012Sanchez,Angelica JAcademic & Student AffairsSr Administrative Svcs SpecIst

FOREIGN TRAVEL						
Effect. Date	Name	Department/Location	Title			

03/16/13-03/25/13

Oakley, Shirley

Communications

Academic Department Chair

To present and attend the 2nd National Rhetoric Colloquium and the 1st International Conference on Rhetoric and Interdisciplinary at the Universidad Nacional de Cuyo in Mendoza, Argentina. Also, I will meet with the study abroad director at Cuyo to discuss the possibility of developing a study abroad program for SPC students.

\*Funded by the Center of Excellence for Teaching and Learning. Total estimated cost to the College is \$2,128.00\*

------

01/14/13-02/08/13 Gillis, Arlene

lene Ortho

Orthotics & Prosthetics

Program Director

To contribute to the Combat Wounded Warrior Project by helping to improve the lives of our wounded and injured veterans through rehabilitative high-adventure and therapeutic outdoor challenges while furthering the physiological, biomedical and pathological sciences associated with their injuries. A team from SPC together with a group of wounded veterans is going to climb Mount Kilimanjaro in Tanzania while monitoring the veteran's anatomical reactions to the changes in environment. This mission is a great way to achieve the organization's three pillars of research, challenge and inspiration. \*Not funded by college resources\*

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12/2/12-12/7/12

Stevens, Vickie

Communications

Instructor

To present at the 2012 Academic Symposia from December 3-5 in Hamilton, New Zealand. To network with the 2012 Symposia presenters from Australia, Iran, Jordan, Malaysia, New Zealand, Nigeria, Papua New Guinea, South Africa, Taiwan, Thailand, and the US may increase study abroad endeavors that would fulfill SPC's goal of increasing sites and expanding beyond summer only trips.

\*Funded by the Center of Excellence for Teaching and Learning. Total estimated cost to the College is \$1,500.00\*

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

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

Ssw0102132

# **MEMORANDUM**

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

FROM: William D. Law, Jr., President

**SUBJECT:** FY12-13 July 1 – December 31 Fund 1 Financial Report

Attached for information is the Fund 1 financial report for FY12-13 July 1 – December 31 time period.

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

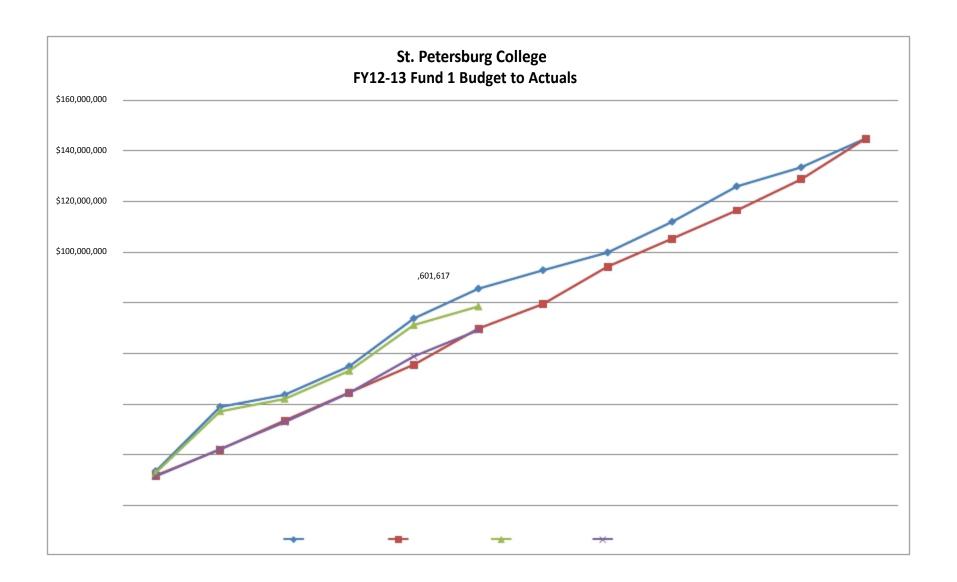
Attachments

Jjc010313

St. Petersburg College Fund Analysis of December 31, 2012

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Revenue	FY11-12 Budget	FY11-12 YTD Actual	% To Budget		FY12-13 Budget	FY12-13 YTD Actual	% of YTD Budgete	Year to	\$ YOY Variance	% YOY Variance	Variance Explanation
Revenue											
				ST.	PETERSBURG CO	LLEGE		1			Primarily due to the timing difference of the drop date
Charlest Tairing & Out of Chata Face	\$ 61.777.4	6 EV2042 284966b	ND 470/E	LIDOE	\$O ACTUA(1,326,750	DETING: Judgesh of	o o o radoro r	1	\$ (3.442.709)	70/	occurring in January last year (vs December this year).
Student Tuition & Out-of-State Fees				ODGE				91	¥ (0,11=,100)	-7%	Impacts all student fees also below
State Appropriation - CCPF	\$ 54,013,6		50%		\$ 51,927,09		50%	<u>.</u>	\$ (968,870	-4%	Due to State funding shift from CCPF to Lottery
State Appropriation - Lottery	\$ 8,056,		0%		\$ 10,870,30		0%		\$ -	0%	
Operating Cost for New Facilities	\$ 391,		0%		\$ 436,9		0%	4	\$ -	0%	
Distance Learning Fee	\$ 3,147,		79%		\$ 3,319,16		71%	4	\$ (117,235	-5%	
Technology Fee Lab Revenue Fees	\$ 3,059, \$ 2,620,		76% 59%		\$ 3,074,10 \$ 2,062,91		71% 68%		\$ (134,496 \$ (146,215	-6% -9%	
Lab Revenue Fees	\$ 2,020,	1,539,14	39%		\$ 2,002,91	\$ 1,392,93	00%	-	\$ (140,215	-970	Primarily due to lower than prior year interest and
Other Revenues	\$ 3,900,	1,984,71	51%		\$ 3,962,19	\$ 1,427,13	36%		\$ (557,582	-28%	dividends and indirect costs recovered
Other Student Fees	\$ 1,716.	79 \$ 881.8	51%		\$ 1,992,76	\$ 768.6	39%		\$ (113.147	-13%	arradiad and mander doctorous
Fund Transfers In	\$ 2,465,		0%		\$ 2,175,20		0%		\$ -	0%	
Revenue Stabilization Reserve	\$ 2,150.		0%		\$ 2,150,50		0%	1	\$ -	0%	
One-Time Non-Recurring Funds	\$ 1,569,		0%	1	\$ 1,569,32		0%	1	\$ -	0%	
Total Revenues - Fund 1x	\$ 144.868.5		58%		\$ 144.867.28		54%	61%	\$ (5.480.253)	-7%	
	Ψ 144,000,0	3 9 04,023,71	% To		¥ 144,007,20	Ψ 10,545,45	% of YTD	Year to	(0,100,200)	% YOY	
Operating Costs	FY11-12 Budget	FY11-12 YTD Actual	Budget		FY12-13 Budget	FY12-13 YTD Actual	Expense	Date %	\$ YOY Variance	Variance	Variance Explanation
Personnel & Benefits							LAPONOC			Variation	
Instructional/Faculty-Full Time	\$ 25.231.6	0 \$ 12.244.28	49%		\$ 27.970.43	\$ 13,403.06	48%	-	\$ 1.158.784	9%	
Administrative	\$ 25,231,6		50%		\$ 27,970,43		52%	-	\$ (394,534	-4%	
Career (Non-Instructional)	\$ 23,893,2				\$ 23,900,49		47%		\$ (44,30	0%	
our our (non mondonar)	20,000,	., , , , , , , , , , , , , , , , , , ,	,0		20,000,10	11,100,10	,		<b>V</b> (, <b>00</b>	• 70	
Adjunct/Supplemental	\$ 14,513,6	8 \$ 8,635,87	60%		\$ 14,976,12	\$ 7,584,29	51%		\$ (1,051,583)	-12%	Due to additional full-time faculty and lower enrollment
Other Academic	\$ 539.	9 \$ 148,7	28%		\$ 539.9	\$ 127,7	24%	1	\$ (21,04	-14%	
Non-Instructional OPS and Overtime	\$ 2,657,	66 \$ 1,314,91	49%		\$ 2,950,70	\$ 1,308,65	44%	1	\$ (6,26	0%	
Student Assistants		170,60			\$ 500,0	\$ 395,7	79%		\$ 225,115	132%	Due to federal work study charges not yet moved
Personnel Benefits	\$ 21,537,7		51%		\$ 21,755,25		56%		\$ 1,089,647	10%	Primarily due to increased health expense
Total Personnel & Benefits	\$ 110,681,3	2 \$ 55,683,84	50%		\$ 112,998,32	\$ 56,639,66	50%	50%	\$ 955,82	2%	
Current Expense											
Travel		6 \$ 271,4			\$ 602,9		44%		\$ (6,50	-2%	
Repairs & Maintenance	\$ 1,200,				\$ 1,217,86		49%	<u>.</u>	\$ 122,27	26%	
Rentals/Leases	\$ 430,				\$ 474,2		50%	<u>.</u>	\$ 120,59	103%	
Insurance (Non-Health)	\$ 2,025,				\$ 1,725,36		64%	4	\$ 15,41	1%	
Utilities	\$ 6,255,		46%		\$ 6,235,05		44%	4	\$ (103,753	-4%	
Services and Fees	\$ 4,430, \$ 1,110,		41%	1	\$ 4,972,07		37%	4	\$ 4,44	0%	
Scholarships/Fee Waivers Materials and Supplies	\$ 1,110,6 \$ 6,614,		31% 41%		\$ 610,8 \$ 5,442,80	\$ 209,5 \$ 2,601,72	34% 48%	-	\$ (136,928 \$ (89,52	-40% -3%	
Tech Expense/Licensing	\$ 6,614,		60%	1	\$ 5,442,80 \$ 2,504,45		48% 59%	1	\$ (89,52 \$ 213,84	17%	
Bad Debt/Unemployment Comp/Misc	\$ 2,126,				\$ 2,504,45 \$ 1,147,78		-5%	1	\$ (35,31	191%	Increase in bad debt recovery
Other Current Expense	\$ 3,157,		3 22%	1	\$ 2,700,26		17%	1	\$ (235,378	-34%	more and dept receiving
Total Current Expense	\$ 29.099.		40%	1	\$ 27.633.80		42%	43%	\$ (130,822	-1%	
Capital Spending	20,000,	11,000,12	.570	1	21,000,00	¥ 11,433,23	,	.0,3	(.55,022	.,,	
Computer Refresh Leases	\$ 2.839.	73 \$ 1,143,67	40%	1	\$ 3,254,81	\$ 790,5	24%	1	\$ (353,079	-31%	
Computer Renesh Leases	ψ 2,039,	ι,143,67	40%		ψ 3,234,61	Ψ 790,5	Z+ /0	1	ψ (333,079	-31/0	Primarily due to one time purchases made last year for
Capital Purchases- Non-Recurring	\$ 2,247,	78 \$ 1,103,86	49%		\$ 980,3	\$ 311,7	32%	1	\$ (792,149	-72%	furniture and minor equipment
Total Capital Spending	\$ 5,087,	5 \$ 2,247,53	44%	1	\$ 4,235,1	\$ 1,102,3	26%	1	\$ (1,145,229)	-51%	
.c capital opening	- 5,507,		7770	1	7,200,1	, 1,102,3	_0/0	1	(.,170,220)	U170	
Total Operation Coats Found to	\$ 144,868,5	9 \$ 69,561,50	48%	1	\$ 144,867,28	\$ 69.241.27	48%	400/	\$ (320,230	0%	
Total Operating Costs - Fund 1x	φ 144,868,5	υ φ ου,ο61,50	48%		φ 144,067,28	φ 69,∠41,2 <i>1</i>	48%	48%	\$ (320,230	0%	
		1						4			
Total Remaining Funds	\$ (0)	\$ 14,468,210			\$ 0	\$ 9,308,187		1			
			<u> </u>					1			



#### **MEMORANDUM**

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

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

**SUBJECT:** St. Petersburg College Mission, Vision, and Values

Confirmation is sought for the approval of the attached Mission, Vision, and Value Statements for St. Petersburg College. These were previously presented to the Board of Trustees at the December Workshop and are the result of an extensive review and development process performed by the Strategic Issues Council and Committees.

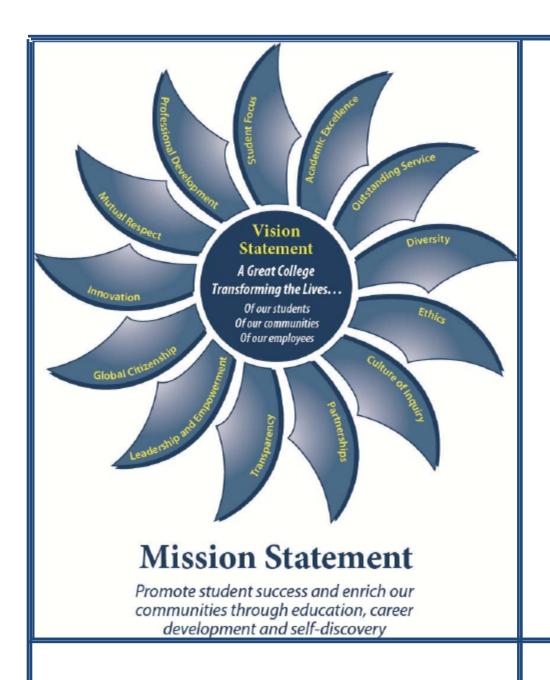
The College Mission statement was last reviewed/approved in 2009. The Southern Association of Colleges and Schools (SACS) requires that the College review their mission statement periodically. Per these requirements, the College performs this review every three years. The current review began in May 2012 to streamline the Mission statement and also create vision and value statements which considered the following:

- Mission: What is our purpose? Why do we exist? Who do we serve? What makes us unique?
- Vision: What/Where/Who do we want to be in the future?
- Values: What are the ideals most important to us?

These will drive our strategic planning for the future.

Three proposals were developed by the Academic Affairs Committee, Student Support Committee, and Systems Support Committee and then presented to the Strategic Issues Council. These committees and councils are comprised of Faculty, Students, Career, and Administration. All three proposals had common themes which served as the foundation for the final proposed Mission, Vision, and Value statements.

The following graphical representation reflects the essence of these recommendations and will be used to communicate the Mission, Vision and Values throughout the College.



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

Attachment

Jjc010313

# St. Petersburg College Mission, Vision, and Values

#### **Mission Statement:**

Promote student success and enrich our communities through education, career development, and self-discovery.

#### **Vision Statement:**

A Great College Transforming the Lives...

Of our students

Of our communities

Of our employees

#### **Value Statements:**

<u>Student Focus</u> - We believe students are the heart of SPC! All SPC resources, decisions, and efforts are aligned to transform students' lives to empower them to finish what they start!

<u>Academic</u> Excellence - We promote academic excellence through interactive, innovative, and inquiry-centered teaching and learning.

<u>Outstanding Service</u> - We commit to a culture where excellent service is expected and delivered by all SPC employees.

<u>Diversity</u> - We foster a learning community in which the values, goals, and learning styles of all students and members of the college community are recognized and supported.

<u>Ethics</u> - We are dedicated to the highest standards of ethics and integrity while promoting a culture of stewardship.

<u>Culture of Inquiry</u> - We encourage a data-driven environment that allows for open, honest dialogue about who we are, what we do, and how we continue to improve student success.

<u>Partnerships</u> - We nurture relationships within the college and community that allow us to grow our knowledge, expand our reach, and strengthen our impact on those we serve.

<u>Transparency</u> - We embrace openness in communication by providing access to college processes and procedures, expenditures, institutional effectiveness, and student success rates.

<u>Leadership and Empowerment</u> - We are committed to the authority to lead and the creativity to inspire by providing accessible learning opportunities responsive to a range of community needs.

<u>Global Citizenship</u> - We broaden perspectives and promote the principles of civil discourse and ethical responsibility in social, cultural, and environmental matters both locally and abroad.

<u>Inn</u>ovation - We actively seek and create new tools and techniques that facilitate and encourage cutting edge innovation in student education and services.

<u>Mutual Respect</u> - We make a commitment to treat all members of SPC and our communities with mutual respect and empathy.

<u>Professional Development</u> - We commit to providing all SPC employees ongoing opportunities for personal and professional growth.

#### **MEMORANDUM**

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

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

**SUBJECT:** Proposed Academic Calendar for 2013-2014

# Approval is sought for the 2013-2014 Academic Calendar:

The proposed calendar was developed considering State Board Rules and Calendar Committee guidelines.

F.A.C. 6A-10.019, Required Annual Calendar for Schools and Colleges for Schools and Colleges, defines common calendars for colleges and universities, requires the following common starting dates:

- (a) The first three (3) weekdays after August 22;
- (b) The first three (3) weekdays after January 4;
- (c) The first three (3) weekdays after May 5.

The College will seek approval for an early exception to begin Term I classes on Monday, August 19, a late exception to begin Term II classes on Monday, January 13 and a late exception to begin Term III classes on Monday, May 19.

The primary change in the academic calendar format is moving the start of the Spring semester by one week in order to improve student success. This provides an additional week for student advising, registration and financial activity before classes begin. This change will provide students the opportunity to be better prepared on the first day of classes. This is similar to when the college had previously placed a week between the Spring and Summer semesters.

In contrast, this current Spring semester started only three 'working' days after the college returned from the Winter Break. Members of the Provost/Dean's Council worked closely with the Faculty Governance Organization (FGO) in order to develop a workable solution.

By starting the Spring semester a week later, the summer semester will shift by a week as well. This later Summer semester start date will provide additional opportunities for recent high school graduates to begin their education earlier by attending the summer semester.

Anne Cooper, Senior Vice President for Academic and Student Affairs, and Tonjua Williams, Vice President for Academic and Student Affairs, recommends approval.

Attachment

# ST. PETERSBURG COLLEGE 2013-2014 ACADEMIC CALENDAR

FALL 2013 TERM 1 – 20124 – 0475– AUGUST 19 – DECEMBER 13, 2013

April 24 General Registration
August 15-16 Faculty Report
August 19 Classes Begin

September 2 Labor Day Holiday-College Closed October 22 All College Day – No Classes

November 11 Veterans Day Holiday – College Closed
November 27-December 1 Thanksgiving Holidays – College Closed

December 6 Classes End December 9-12 Exam Days

December 13 Approved Grades due in PS by 4:00pm

December 14 (venue dependent) Commencement

December 19-January 1 Winter Break – College Closed

SPRING 2014 TERM II – 20125- 0480- JANUARY 13 – MAY 9, 2014

October 30 (2013) General Registration
January 10 Faculty Report
Classes Begin

January 20 Martin Luther King, Jr. Holiday – College Closed

March 9 – 15 Spring Break Holiday – College Closed April 18 Spring Holiday – College Closed

May 2 Classes End May 5 – May 8 Exam Days

May 9 Approved Grades due in PS by 4:00pm

May 10 (venue dependent) Commencement

SUMMER 2014 TERM III –20126- 0485 - MAY 19 – JULY 25, 2014

March 26 General Registration
May 19 Faculty Report
May 19 Classes Begin

May 26 Memorial Day Holiday – College Closed July 4 Independence Day – College Closed

July 22 Classes End July 23-24 Exam Days

July 25 Approved Grades due in PS by 4:00pm

July 26 (venue dependent) Commencement

#### **MEMORANDUM**

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

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

**SUBJECT:** Credit Curriculum

Approval is sought for the following recommended changes to credit curriculum for the 2013-2014 catalog year(s):

## **Program Changes Effective Fall 2013-2014**

# **Communications Department**

- Advisory Board Recommendations
  - Sign Language Interpretation AS (sample program plan included as an attachment): Added two courses (Transliterating-INT 1XXX and American Sign Language IV with Lab- ASL 2210C), deleted one course (Fingerspelling-ASL 1430), and moved general education courses to the core of the program in order to include ASL IV in the required program sequence and align the program requirements with articulation agreement with USF's baccalaureate in Communications Sciences and Disorders degree.

# **College of Policy and Legal Studies**

- Advisory Board Recommendations
  - General Courses: Developed five new courses (Diplomacy-INR 4030, Advanced Computerized Legal Research-PLA 3730, Civil Trial Practice-PLA 4225, Public Policy and Negotiation-PUP 3059, and Mass Media & Public Policy-POS 3235), that will be added to degrees in the future.
  - O Paralegal Studies BAS (sample program plan included as an attachment): Added a lower-division elective option (Any 2000 level BUL prefix course) to respond to an Advisory Committee request and modified the upper-division elective options (any 3000 or 4000 level PLA or BUL prefix course) to improve student advisement.

## **College of Business**

- Accreditation and State Requirements
  - o *Business Administration BS:* Deleted one course (International Finance-FIN 4634) to streamline the curriculum in preparation for the Accreditation Council for Business Schools & Programs (ACBSP) standards.
  - o Business Administration AS: Deleted three subplans (General Business, Business Administration, and Management/Leadership) and moved additional courses to the

core to streamline the curriculum and align with Florida State Frameworks, in preparation for Accreditation Council for Business Schools & Programs (ACBSP) standards.

# • Advisory Board Recommendations

- o *Financial Services-Banking AS:* Deleted the program and reorganizing the content as a subplan under the Business Administration AS, which will attract more students to this content area.
- o *Industrial Management AS:* Deleted one course (Introduction to Web Page Creation-COP 1822) because it is no longer part of the CCIT curriculum and the teach-out has already been completed.

# • College Initiative

 Sustainability Management BAS: Added one course (Internship-MAN 4940) to provide students with more opportunity to connect classroom theory to career applications.

# **College of Computer and Information Technology**

- Advisory Board Recommendations
  - General Courses AS: Deleted three courses (Website Essentials-CGS 1822, Introduction to Web Page Creation- COP 1822, and Designing a Windows Server Active Directory Infrastructure and Services- CTS 1302) because they are no longer part of the CCIT curriculum.
  - Computer/Web Programming & Analysis AS, Information Technology (IT)
     Security AS, and Web Site Design AS: Added one course (SQL Database Design & Programming- CGS 2ZZZ) and deleted one course (Database Techniques and Programming- CGS 1545) from each of the degrees to strengthen the technical curriculum.
  - o *Computer/Web Programming Specialist Certificate:* Deleted one course (Flash/Action Scripting- CGS 2XXX) to keep up with industry standards.
  - Web Designer Certificate: Deleted three courses (E-commerce Site Designer I-CGS 1172, Web Graphics Design II-CGS 1827, E-commerce Site Designer II-CGS 2173) and moved additional courses to the core to strengthen the certificate and align it with other technical certificates in the CCIT department.

#### College Initiative

- Technology Management AS: Added one course (Technology Management Internship-CIS 2940) to complete the degree, as previously designed and submitted.
- Course Development for New Program
  - o *Mobile Device Certificate*: Added one course (Introduction to Android Programming-COP 2YYY) that was planned to the degree.

#### **College of Health Sciences**

- Accreditation Requirements
  - o *Dental Hygiene BAS:* Lower division transfer hours were changed to accurately reflect the total number of hours that transfer into the program (38 hours transferred in from lower division).
- Advisory Board Recommendations

General Courses: Developed one new course (Advanced Topics and Lab-PRO 4XXXC) and deleted one course (Current Issues in Health-HSA 1102), that will be added to, or removed from degrees in the future.

# **College of Public Safety Administration**

- Advisory Board Recommendations
  - O Public Safety Administration BAS: Added two courses (Political & Legal Foundations for Fire Protection-FES 3003 and Fire Prevention Organization and Management-FES 4585) to the Fire Science Subplan to prepare students for the position of Fire Code Administrator. Need was identified by the Florida Fire Board of Training and Standards.
- <u>State Requirements</u>
  - Emergency Administration and Management AS: Added one course (any MAC, MAP, MAS, MGF, MTG, or STA prefix course) and deleted one course (Elementary Statistics-STA 2023) to enhance student success rates without compromising program standards. The change is in alignment with the Florida State Frameworks for Emergency Administration and Management Programs.
  - o *Fire Science Technology AS:* Added one course (Composition II-ENC 1102) after a review of the program standards set by the Florida Fire Board of Standards and Training revealed English Composition II or Technical Writing satisfies their requirement for the Fire Officer Associates Degree Program. The change is in alignment with the Florida State Frameworks.

# Social and Behavioral Sciences Department

- College Initiative
  - o *General Courses*: Developed two courses (Adaptive Team Leadership-MSL 3001C and Leadership in a Complex World-MSL 4002C).

#### **Fine Arts/Humanities Department**

- Advisory Board Recommendations
  - Digital Arts, Media and Interactive Web Design AS: Added one course
     (Internship-DIG 2949) to provide a realistic environment within which a student
     intern learns about a particular industry or occupation and applies knowledge and
     skills. The Advisory Committee recommended the addition of an internship to the
     current A.S. program as an elective.
- College Initiative
  - o *General Courses:* Developed two courses (Wind Symphony-MUN 1140 and Script Analysis-THE 2304).
  - Music Industry/Recording Arts AS: Added three new courses (Avid Pro Tools 101/110-MUM 2670, Avid Pro Tools 201/210- MUM 2671, and Avid Pro Tools 310M-MUM 2679) to ensure that students are more well-prepared for success in program core courses.
- State Requirements
  - o *Avid Certified Pro Tool Operator Certificate*: Deleted the program because the certificate was no longer aligned with the AS degree.

Anne Cooper, Senior Vice President for Academic and Student Affairs, recommends approval.

# SIGN LANGUAGE INTERPRETATION ASSOCIATE IN SCIENCE DEGREE (INTRP-AS)

http://www.spcollege.edu/program/INTRP-AS

Dr. Martha Campbell, Dean (727) 791-2570

The Sign Language Interpretation Program is designed to provide students with sign language skills, an understanding of deaf culture, knowledge of the interpreter's role and skill development to prepare students for the profession of sign language interpreting. Professional interpreters provide a link between deaf and hearing individuals in a variety of situations, including educational, religious, medical and mental health settings. The passing of the Americans with Disabilities Act (ADA) has created an increase in part-time and full-time positions available for credentialed interpreters who have initiative and ability.

Students who successfully complete the program in interpreter training at St. Petersburg College will earn an Associate in Science degree. Graduates are encouraged to take the Florida Registry of Interpreters for the Deaf Quality Assurance Screening for state qualification to obtain credentials necessary for employment. SPC is also an RID approved site for the national Certification Maintenance Program for certified interpreters to receive continuing education units.

In addition, the program, based at the Clearwater Campus, offers opportunities for student trainees to experience Deaf culture and a wide variety of sign language styles.

This program has been developed with guidelines from the following agencies: 1) Registry of Interpreters for the Deaf, 8719 Colesville Road, Suite 310, Silver Springs, MD 20910-3919, telephone (301) 608-0050; 2) National Association of the Deaf, American Sign Language Teachers' Association, William Newell, Chairperson, National Technical Institute for the Deaf, P. O. Box 9887, Rochester, NY 14623, telephone (716) 475-6275 (V/TTY); 3) Conference of Interpreter Trainers, Myra Taft-Watson, University of Arkansas at Little Rock, Department of Rehabilitation, 2801 South University Avenue, ADS 107, Little Rock, AK 72204-1099, telephone (501) 569-3169.

#### **GENERAL EDUCATION COURSES (21 credits)**

	2
ENC 1101 Composition I or (Honors)	3
ENC 1102 Composition II or (Honors)	3
SPC 1017 Introduction to Speech Communication <b>OR</b> (SPC 1017H, 1065, 1608 or 1608H)	3
Humanities/Fine Arts Approved Course *	3
Mathematics One college-level course with a MAC, MAP, MAS, MGF, MTG or STA prefix	3
POS 2041 American National Government or (Honors)	<del>3</del>
PHI 1600 Studies in Applied Ethics <b>OR</b> (PHI 1602H, 1631, 2635 or 2649)	3
PSY 1012 General Psychology OR	3
SYG 2000 Introductory Sociology	(3)

Computer/Information Literacy Competency Requirement

<sup>\*</sup>Visit\_www.spcollege.edu/program/GENR-AS for details

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ASL	1510	Introduction to Deaf Culture	3
ASL	1140C	Basic American Sign Language with Lab	4
ASL	1150C	Intermediate American Sign Language with Lab	4
ASL	1160C	Advanced American Sign Language with Lab	4
ASL	1300	Structure of American Sign Language	3
ASL	2210C	American Sign Language IV with Lab	4
ASL	1430	Fingerspelling	2
PSY-	<del>1012</del>	General Psychology-OR	3
SYG-	2000	Introductory Sociology	(3)

#### MAJOR COURSES (28 credits 29 credits) - Grade of "C" or higher required

INT	1000	Fundamentals of Interpreting	2
INT	1000L	Fundamentals Lab	2
INT	1480	Interpreting Specialized Topics	3
INT	1400	Issues in Educational Interpreting	2
INT	1200	Interactive Interpreting	<del>2</del> _3
INT	1202	Intermediate Interpreting/Transliterating	4 2
INT	1231	Voicing I	3
INT	1232	Voicing II	3
INT	1941	Interpreting Practicum Introduction to Interpreting	3
INT	1942	Interpreting Internship	4
INT	1XXX	Transliterating	2

NOTE: Not all courses are offered every semester. Interpreting courses must be completed in a specific order.

DBT 7/21/92	C&I 2/08/00; DBT 3/20/00	C&I4/25/06;BOT 6/20/06	
Effective 7/27/92	Effective Session 20001	Effective 20062 0375	
C&I 10/24/95;DBT 11/21/95	C I 3/12/02; BOT 4/16/02	SCNS cngd prefix/nos eff 20081 0400	
Effective Session 19961	Effective Session 20021	BOT 6/17/08; Eff 20081 0400	
C&I 2/27/96;DBT 3/19/96	C&I 1/24/06; BOT 2/21/06	C&I 11/10/08;BOt 12/16/08	
Effective Session 19961	Effective Term 20061 0370	Eff 20082 0405	

# SCHOOL OF PARALEGAL STUDIES PARALEGAL STUDIES (LEGAL-BAS)

#### **BACHELOR OF APPLIED SCIENCE DEGREE**

http://www.spcollege.edu/program/LEGAL-BAS
Admissions Checklist

Dr. Susan Demers, Dean

The Paralegal Studies BAS program is designed to train students for careers as paralegals in law firms, governmental entities and corporate legal departments. Paralegals work under the supervision of attorneys to provide non-clerical professional support in the delivery of legal services to clients and the community. Paralegals are not licensed to practice law.

### **UPPER DIVISION REQUIREMENTS:**

Admission requires an A.S. Degree of sixty (60) credits in Paralegal/ Legal Assisting including at least <u>fifteen</u> (15) semester hours of transferable general education coursework.

General Education Credits	15-21
Legal Assisting and Support Courses	39-45

For A.S. degree holders, an additional 15-21 general education credits are required to complete the thirty-six (36) credit hour general education requirement of St. Petersburg College. (Refer to the College Catalog for a list of general education courses.) Please note that total program hours may vary. Consult the assigned baccalaureate specialist for any additional questions.

# ADDITIONAL GENERAL EDUCATION COURSES (15 – 21 credits) Grade of "C" or higher

Note: Students with an A.A. degree, A.S. degree not listed above, or completion of at least 60 credit hours (60 credits must include at least 15 credits of general education courses) may be admitted with permission of the Dean. All students must fulfill an additional fifteen (15) credits in related courses at the lower division 1000 and 2000 level with a prefix of PLA including: PLA 1003, PLA 1104, PLA 1763, PLA 2114 and PLA 2203, plus 3 credits of any other lower division PLA course (or a 2000-level BUL course) required of an A.S. Degree student totaling 18 credits with a grade of "C" or higher in each course.

# Grade of "C" or higher required for all upper-division courses

#### **REQUIRED MAJOR COURSES (18 credits)**

PLA	3885	United States Constitutional Law	3			
PLA	4116	Legal Writing Seminar	3			
PLA	3723	Logic and the Law	3			
PLA	4830	Comparative Legal Systems	3			
PLA	3703	Seminar in Professional Responsibility	3			
PLA	3734	Computers and the Law Office	3			

# REQUIRED FINAL COURSE (3 credits) - Last Semester for All Students

PLA 4941 Paralegal Studies Capstone

#### **ELECTIVES (24 credits)**

# Complete 24 credits of upper-division PLA coursework. Students *may* complete up to 6 credits of upper-division BUL coursework as part of this requirement.

PLA	3XXX	Any 3000 level PLA prefix course
PLA	4XXX	Any 4000 level PLA prefix course
BUL	3XXX	Any 3000 level BUL prefix course
BUL	4XXX	Any 4000 level BUL prefix course

# TOTAL PROGRAM HOURS

3

C&I 10/25/05;BOT 11/15/05	C&I 4/25/06;BOT 6/20/06	C&I 5/22/07; BOT 6/19/07;	C&I 3/11/08;BOT4/15/08
Effective Term 20052 0360	Effective 20061 0370	Effective 20071 0385	Effective 20073 0395
SCNS chgd Crs Nos effective	C&I 10/24/06; BOT 11/21/06	PLA 4940 chgd to PLA4941	C&I 6/24/08; BOT 8/19/08
20052 0365	Effective 20062 0375	Effective 20071 0385	Effective 20081 0400
C&I 2/28/06; BOT 3/21/06	C&I 3/13/07;BOT 4/17/07	C&I 9/25/07; BOT 11/20/07	BOT 6/17/08 Eff 20081 0400
Effective 20053 0365	Effective 20063 0380	Effective 20071 0385	
C&I 10/14/08;BOT 11/18/08	C&I 10/27/09; BOT 12/15/09		
Effective 20081 0400	Effective 20091 0415		
C&I 2/10/09;BOT 3/17/09	BOT 9/15/09; Eff 20091 0415		
Effective 20082 0405	C&I 3/23/10; BOT 4/20/10		
C&I 9/8/09; BOT 10/20/09	Effective 20093 0425		
Effective 20091 0415	SCNS # changes 20101		

**NOTE:** If you have not completed two consecutive years of the same foreign language in high school or 8 credits in college, you will need to complete 8 credits of foreign language before completing the B.A.S. program.

#### **MEMORANDUM**

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

FROM: William D. Law, Jr., President

**SUBJECT:** Non-Credit Curriculum

Approval is sought for the following recommended changes to non-credit curriculum for the 2012-2013 catalog year(s):

# **New Courses Effective Term II 2012-2013:**

#### **Non-Credit Curriculum**

- <u>Program</u> Expansion
  - International Language Institute: Added seven new courses to expand program offerings:
    - LNG 0340-English as a Second Language Non-Resident 288 Hrs (8 hours),
    - LNG 0341-English as a Second Language Resident 288 Hrs (8 hours),
    - LNG 0342-English Pronunciation I (16 hours),
    - LNG 0343-English Pronunciation 2 (16 hours),
    - LNG 0528-German II (16 hours),
    - LNG 0529-German III (16 hours), and
    - LNG 0530-United States Citizenship (48 hours).
  - Advanced Manufacturing Institute (Polk State Partnership): Added one new course [TTP 0462-CAAM Mechatronics Program (80 hours)] to expand program offerings.
  - General Course for Multiple Industry Topics: Added one new course [TTP 0099-English for Speakers of Other Languages for Specific Purposes (4 hours)] to expand program offerings.

Anne Cooper, Senior Vice President for Academic and Student Affairs, recommends approval.