

# **MINUTES OF THE JANUARY 17, 2012 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE**

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The Board of Trustees of St. Petersburg College met on Tuesday, January 17, 2012 at the St. Petersburg College EpiCenter, 13805 – 58<sup>th</sup> Street N., Largo, Florida. The following Board members were present: Chairman Terrence E. Brett, Deveron M. Gibbons, Vice Chair, Kenneth P. Burke, Robert J. Fine, Jr., and Tim North. 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 and Suzanne Gardner. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

**11-244.** In accordance with the Administrative Procedure Act, the following Agenda was prepared:

## **AGENDA**

### **ST. PETERSBURG COLLEGE BOARD OF TRUSTEES January 17, 2012**

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
  - 1. Argenia Mastromichalis
- B. Recognitions/Announcements
  - 1. None

#### **III. COMMENTS**

- A. Board Chair
- B. Board Members

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C. President

## IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of November 15, 2011 (*Action*)

Board of Trustees' Strategic Planning Workshop, Real Time Record of December 13, 2011 (*Information*)

## V. MONTHLY REPORTS

- A. Board Attorney – Joseph H. Lang
- B. Acting General Counsel – Suzanne Gardner
- C. Mr. J.C. Brock, CEO, Allstate; Dr. Kevin Gordon, Provost, Downtown/Midtown
- D. Mr. Earl Fratus, Faculty Senate President

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

## VII. NEW BUSINESS

### A. STUDENT SUCCESS AND ACHIEVEMENT (*Information*)

- 1. Spring 2012 “Who’s Here” Enrollment Report\*
- 2. Fall 2010 Cohort Persistence report\*
- 3. Business Intelligence Demonstration – Dean Nenstiel/Dean Frank (Jesse Coraggio/Pat Rinard)\*

### B. BIDS, EXPENDITURES AND CONTRACTS (through Purchasing)

- 1. Quarterly Informational Report of Exempt and Non-Exempt Purchases (*Information*)
- 2. Quarterly Informational Report of Contract Items (*Information*)

### C. OTHER EXPENDITURES AND CONTRACTS

- 1. WorkNet Pinellas, Inc Training Agent Agreement (*Action*)

### D. GRANTS/RESTRICTED FUNDS CONTRACTS

- 1. Application/Acceptance (*Action*)

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- a. Southwest Florida Water Management District – Restoration and Replanting on the St. Petersburg College Seminole Campus – Cooperative Funding Initiative (Phase II Continuation Grant)
- b. U.S. Department of Labor, Employment & Training Administration— Tampa Bay WorkForce Alliance, H-1B Technical Skills Training Grant— Tampa Bay Hi-Tech Training
- c. Colgate-Palmolive Fluoride Toothpaste Study
- d. Association of Community College Trustees—Trust Fund Board Grant, Florida College System Trustee Training
- e. World Relief Tampa – U.S. Department of Justice, Office for Victims of Crime - Network of Emergency Trafficking Services Project
- f. U.S. Department of Education - Transition to Teaching Program: Paraprofessionals Accelerated Teaching Highway

2. Amendment(s)

- a. None

E. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

1. 2<sup>nd</sup> Quarterly Informational Report of Construction Contract Approvals 2011-2012 Not Exceeding \$325,000 (*Information*)
2. Lease Agreement with the City of St. Petersburg for the Midtown Educational Center (*Action*)
  - a. Lease & Development Agreement
3. Review of Schematic Design Documents (Phase I) and Preliminary Guaranteed Maximum Price (GMP), Project 186-Z-11-15, Remodel First Floor for Food Service, Bookstore and Student Support, Downtown Center (*Action*)
  - a. Presentation

F. AGENCY BILLINGS - None

G. ADMINISTRATIVE

1. Human Resources/Marketing
  - a. Personnel Report (*Action*)
  - b. Unified Advertising Plan (*Information*)

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2. Finance (*Information*)
  - a. Financial Report-January BOT
  - b. FY 12-13 Budget Projection
  - c. BOT Fund Balance Analysis
  
3. Other
  - a. Foundation Update (*Information*)
  - b. Midtown Center Timeline and Building Option (*Information*)
  
4. Request for Proposal for College Bookstore Management Services (*Information*)
  - a. Request for Proposal dtd 12-5-11
  
5. Banking Services Contract recommendation (*Action*)\*

## H. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing

- 6Hx23-1.31 Accreditation
- 6Hx23-5.01 Financial Records and Reports
- 6Hx23-5.02 Budget Amendments
- 6Hx23-5.03 Petty Cash Funds
- 6Hx23-5.04 Receipt and Deposit of Funds
- 6Hx23-5.05 Investment of Surplus Funds
- 6Hx23-5.06 Bonds
- 6Hx23-5.07 Auxiliary Enterprises and Undesignated Gifts
- 6Hx23-5.0711 Transfer of College Funds to Direct Support Organization
- 6Hx23-5.09 Use of College Facilities
- 6Hx23-5.12 Purchasing
- 6Hx23-6.899 Information Technology (IT) Security Program
- 6Hx23-6.900 Information Technology Acceptable Use Policy
- 6Hx23-6.9011 Web Page Development and Server Utilization
- 6Hx23-6.9012 Information Technology (IT) Security Auditing and Monitoring Policy
- 6Hx23-6.9013 Information Technology Password Policy
- 6Hx23-6.9014 Information Technology Wireless Communications Policy
- 6Hx23-6.9015 Information Technology Remote Access Policy
- 6Hx23-6.9016 Information Technology Server Security Policy
- 6Hx23-6.9017 Information Technology Computer Security Policy



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## VIII. PRESIDENT'S REPORT *(Information)*

1. Legislative matters
2. Registration and Payment processes

## IX. FUTURE AGENDA ITEMS

## X. NEXT MEETING DATE AND SITE

Tuesday, February 21, 2012, EpiCenter

## XI. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting January 17, 2012, 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) 341-3260.

**\*No packet enclosure**

Date Advertised: 12-16-11

[Confirmation of Publication](#)

<http://www.spcollege.edu/pages/bot.aspx?id=2147484177>

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### **11-245. Under Item I, Call to Order**

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

Dr. Law noted that there was an updated amendment to agenda item VII-D.1F. Additional monies are coming into this grant request. Dr. Law asked for a change to that item at the appropriate time.

### **11-246. Under Item II-A, Preliminary Matters**

Dr. Law recommended adoption of a retirement resolution for Argenia Mastromichalis. Ms. Mastromichalis was not in attendance. Mr. Burke moved to adopt the resolution. Mr. Fine seconded the motion. Motion carried unanimously.

### **11-247. Under Item II-B, Recognitions/Announcements**

Recognitions/Announcements – None.

### **11-248. Under Item III, Comments**

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

Mr. Burke recommended that the Board should consider inviting Governor Scott to be the guest speaker at the College's commencement ceremony, stressing that his commitment to jobs is right in line with the College's commitment to jobs.

Mr. Burke also requested an update on the process of recruiting adjunct instructors, suggesting possibly a short workshop on that topic. Dr. Law indicated he would arrange that.

Ken Burke requested a report on our athletic teams. He noted that both of basketball teams are doing very well. He suggested that the Board go to one of the games together and that January 28<sup>th</sup> is a possible date since both teams play on that date.

### **11-249. Under Item IV, Review and Approval of Minutes**

The minutes of the November 15, 2011 meeting of the Board of Trustees of St. Petersburg College for were presented by the chairman for approval. Mr. Gibbons moved for approval of the minutes as submitted. Mr. North seconded the motion. Motion carried unanimously.

### **11-250. Under Item V, Monthly Reports**

Under Monthly Reports, Chairman Brett requested a report of any new business from Board Attorney Lang or Acting General Counsel Suzanne Gardner. There was no report this month.

Mr. Burke asked if there was any additional information regarding a process for scheduling emergency board meetings. Mr. Lang indicated that this process was under development.

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Chairman Brett called upon: Mr. J.C. Brock, CEO, Allstate; Dr. Kevin Gordon, Provost, Downtown/Midtown; and Mr. Earl Fratus, Faculty Senate president to share their monthly reports.

Mr. Brock presented progress on the Rally Your Future Project. He indicated that in October 2010, the College hosted an event at the Collaborative Labs. Many community agencies concerned with our youth attended. In November, the College hosted the first Rally Your Future Project. This was the number one priority that came out of the Collaborative Labs and is for youths coming out of the (foster care) system without subsequent support. There were 139 youth in attendance. Twelve of those attendees enrolled in classes at St. Petersburg College. The second event was in November of this year. CEO David Yates sponsored these events. Thirty-three of those students enrolled in the College. A partnership has been formed with Ready for Life and Camelot. Mr. Brock expressed optimism for the future of these youth.

Dr. Gordon presented information regarding Out-of-Classroom Support for students. He cited the learning resources at Downtown/Midtown campuses. There were 10,244 students who used the Open Use Computer Lab during the Fall Term. There were 4,094 visits to the tutoring center for a variety of subjects where there are well trained facilitators. Fourteen of the faculty members volunteer in the tutoring center by holding their office hours in the center. They conducted 20 face-to-face in-class Library Instruction sessions.

Dr. Gordon noted that Learning Resources is partnering with faculty to integrate into their syllabus some experience using outside learning resources. Faculty members are being asked to use the ANGEL Learning Management System as the main conduit for communication with their students.

Chairman Brett welcomed Dr. Gordon to the College.

Mr. Fratus reported that the faculty had a Collaborative Lab in September and the main topic was One College. He indicated that there are a few minor issues and that the faculty representatives would be working with Dr. Anne Cooper, Dr. Kay Burniston and Dr. Law. On the various campuses, there are different activity periods for meetings, making it difficult for departments to get together. Upper and lower division faculty cannot teach courses based on their case load. There are some issues with continuing contracts for upper and lower division. Work will continue on these concerns over the next several months.

**11-251. Under Item VI, Old Business - None**

**11-252. Under Items VII-A, New Business**

The president called upon Dr. Jesse Coraggio and Dr. Pat Rinard, who presented information under Item VII-A, Student Success and Achievement.

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Dr. Law noted that at the beginning of each of the long semesters, he and his staff try to advise the Board on “Who’s Here.” Second, they try to follow the Cohort Persistence report. Dr. Law indicated that the data they would be seeing in this meeting would be live data from the live server. It is now possible to get this data on an instantaneous retrieval basis. Dr. Pat Rinard and Dr. Jesse Coraggio would be demonstrating this new tool. Additionally, two Deans would also show how they are using this new tool.

Information regarding these items is as follows:

### **Spring 2012 Who’s Here” Enrollment report and Fall 2010 Cohort Persistence report:**

Using the new Business Intelligence software in a live presentation, Dr. Coraggio and Dr. Rinard demonstrated the capability of the system to retrieve, sort and analyze enrollment and track cohort progress for the student population. In addition, the Board was shown analyses that provided information on faculty which is providing valuable information about course load, student outcome and other information. In addition, they demonstrated how this information can be sorted and analyzed by demographics, enrollment status, course methodology (face-to-face, blended, and online) financial aid status and other key indicators. Some key highlights were:

The tool was developed internally at the College and was released to the Deans and Provosts in December. There were several questions from the Board about how the data could be sorted and analyzed and Dr. Rinard and Dr. Coraggio were able to demonstrate in real-time how this can be accomplished. The population being analyzed was credit-seeking students, not including the non-credit, i.e. Corporate Training data. It was noted that enrollment was down 1.8% for Spring, 2012.

Dr. Law noted a strong concern regarding Financial Aid and the numbers of students who drop out or are dropped for non-payment. He then called upon Dean Nenstiel, College of Business, and Dean Frank, Public Safety, to demonstrate how they are using the Business Intelligence system.

Dean Frank noted that he uses SharePoint as a portal to manage their programs. He uses the data to plan future courses by analyzing the success of current courses. They can examine the student data as to age and technical ability and provide any additional support they might need. They can plan long-term schedules and look at full-time faculty work load and balance adjunct assignments.

Dean Frank noted that they look at how they mentor students. The provosts are responsible for different types of students, but can filter the data by student – their demographics, their contact information, and all the attempts to try to reach the student. They also use the data to mentor faculty by analyzing course performance, course distribution, and success rates, etc. They can look at curriculum data as well as at data by accreditation for which they have reporting requirements.

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Dr. Nenstiel noted that the system provides a general dashboard for the College of Business and that he can speak with data rather than with hunches. He can look at trends and see what courses are on the upswing or are going down and adjust faculty schedules accordingly.

For the Student Success Counts, BI provides information about the withdrawals (W's) and the overall grade distribution. If there are significant numbers of withdrawals, he can look at various programs and can break a program into courses and look at grade distribution. He can then have a conversation with faculty about grade trends.

Dr. Coraggio noted that the system can provide information about individual students and can produce a list that can be exported into Excel. Then they can contact the students who withdrew for follow up.

Dr. Nenstiel added that he can analyze withdrawals by course and determine if more tutorials are needed for student support. This can also serve as a developmental tool for faculty as well as analyze the cause of withdrawals. Finally, he can look at demographic data. The accrediting body is asking for data about the International Business degree.

Mr. Gibbons suggested that this data could help the College compete by analyzing students who are not coming. He asked if the data is being used to counsel students with withdrawals or failing grades after the semester.

Dr. Law commented that the data can be used for outreach as well as for an early alert system. He noted that Valencia College was recently named the best community college in America. On the application for this recognition, one question dealt with how data is used. SPC is making the leap to use data in a very proactive way. He encouraged the Board to request data from this system as well.

Mr. North suggested that the College have a data analyst available to help end users interpret the BI data. Dr. Law explained that standard reports will be developed. All the Deans have had training and now have access. The plan is to expand this as rapidly as possible.

Chairman Brett commended the staff for the development of this tool. Zoran Stanisic and Danijel Jakupovic from the Technical Team were recognized for their contributions to the implementation of the Business Intelligence Tool.

**Items VII B through VII E-2** were discussed together with noted comments below. Chairman Brett asked for a motion to approve them. Mr. North moved approval and Mr. Gibbons seconded the motion. The motion was carried unanimously.

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**11-253.**        **Under Items VII-B, Bids, Expenditures and Contracts (through Purchasing)**  
The Board considered Items VII-B.1-B.2 under Bids, Expenditures and Contracts (through Purchasing). Item VII-B.1-B.2 was accepted as information only.

**11-254.**        **Under Item VII-C, Other Expenditures and Contracts**  
The Board considered Items VII-C.1 under Other Expenditures and Contracts. Item VII-C.1 was accepted as information only.

**11-255.**        **Under Items VII-D, Grants/Restricted Funds Contracts**  
The Board considered Items VII-D.1a-f, Applications for and Acceptance of Grants/Restricted Funds (if awarded).

Information regarding these items is as follows:

Southwest Florida Water Management District – Restoration and Replanting on the St. Petersburg College Seminole Campus – Cooperative Funding Initiative (Phase II Continuation Grant):

U.S. Department of Labor, Employment & Training Administration—Tampa Bay WorkForce Alliance, H-1B Technical Skills Training Grant—Tampa Bay Hi-Tech Training

Colgate-Palmolive Fluoride Toothpaste Study

Association of Community College Trustees—Trust Fund Board Grant, Florida College System Trustee Training

World Relief Tampa – U.S. Department of Justice, Office for Victims of Crime - Network of Emergency Trafficking Services Project

U.S. Department of Education - Transition to Teaching Program: Paraprofessionals Accelerated Teaching Highway

**11-256.**        **Under Items VII-E, Capital Outlay, Maintenance, Renovation, and Construction**

The Board considered Capital Outlay, Maintenance, Renovation, and Construction Items VII-E.1-3. Item VII-E.1 was accepted as information only. Ms. Susan Reiter, Vice President of Facilities Planning & Institutional Services, and Mr. Michael Carter, Director of Design & Construction.

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## **Discussion regarding Items VII B through VII E-2.**

Dr. Law noted that Item VII-D.1f had an increase in the amount of the grant. Mr. Burke asked whether capital items 3 and 4 under Item VII-E.1 for work on the Seminole Campus were the result of poor workmanship. Ms. Susan Reiter responded that these were items that could be expected as normal maintenance over time.

Mr. Burke asked for an update on the lease discussed in **Item VII-G.2**. Ms. Reiter noted that the College has been working with the City of St. Petersburg on the lease and she will bring it to the City Council in February. A lease agreement with the Johnnie Ruth Clarke Health Center is also needed and she noted that the College has a shared use agreement of their leased property for parking. The College will also be sharing some property with them and taking over the maintenance of the retention pond. She hopes to be taking the agreement to the Board on this item in February, 2012. She noted that they are also considering a large community Collaborative Lab in March, 2012.

Mr. Burke asked if there were any points of contention to the lease agreement between the City of St. Petersburg and the College and Ms. Reiter noted that the agreement is going very smoothly and felt that the City was anxious to proceed. Dr. Law commented that the staff is ready for him to review the financing opportunities for this project and that this topic will be presented next month. Chairman Brett asked if Dr. Law would be present at the City Council Meeting when the lease is discussed and Dr. Law indicated that he would.

There was discussion about controlling the cost of the project and Ms. Reiter indicated that they are working closely with the architect and engineer to contain the costs.

## **Item VII-E-3: Review of schematic Design Documents for 1<sup>st</sup> Floor Student Food Service and Bookstore of the Downtown Center.**

Chairman Brett asked what existed in the space now. Mr. Michael Carter indicated that there was only a wall and bare dirt. Mr. Burke asked if the College engaged a realtor to find a tenant and Ms. Reiter indicated that a realtor was used. She further noted that negotiations are currently underway with Nature's Table and that has been very well received. The space will be leased.

Chairman Brett asked for a motion to approve this item. Mr. Burke moved for approval, Mr. Fine seconded the motion and the motion passed unanimously.

## **11-257. Under Item VII-F, Agency Billings - None**

## **11-258. Under Items VII-G, Administrative**

The Board considered Administrative Items VII-G.1-5. Item VII-G.1b was accepted as information only. Items VII-G.2-3 were accepted as information only.

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Mr. Gibbons moved approval of item VII-G.1a. Mr. Fine seconded the motion.

Information regarding these items is as follows:

### **G. 1. Human Resources/Marketing Personnel Report Unified Advertising Plan**

Ms. Patty Jones presented information regarding the recommendations from Clarus, a consulting firm that provided research and evaluation of a “one college” branding approach. The emphasis was on a year-round advertising/branding strategy to help potential students make decisions about which programs are appropriate for them. Ms. Jones shared recommendations regarding which media might be used to place information. She noted that the target age range is being adjusted in accordance with different characteristics of two age groups: adults 25 to 45 years old and younger potential students aged 19 to 24. Some other media mentioned were the newspaper, the daily tabloid from the St. Pete Times, Facebook and outdoors (billboards/buses).

Mr. Burke asked about using ads in the movie theatres. Ms. Jones commented that viewers have to be there at least 20 minutes prior to the movie to see the ads, but some theatres show the advertising in the lobby. She indicated that there would not be big shifts in the budget right now because contracts are in place until the next fiscal year. For outdoor advertising such as buses and billboards, there will be an adjustment to the One College perspective to be more unified. Dr. Law commented that there would be more on branding in next month’s meeting.

Ms. Jones reviewed the budget distribution for media buys and commented that the new budget figures are being developed for 2012-2013. Mr. Burke asked questions regarding targeted marketing to specific career choices and Ms. Jones indicated that they are using data to determine target audiences. There has been significant traffic on St. Petersburg College’s web site – higher than average. Mr. North asked about measuring the effectiveness of these marketing approaches. Ms. Jones confirmed that she is working closely with Dr. Rinard to do this. Chairman Brett asked if Clarus has given any feedback on the effectiveness and level of budget expenditures of the marketing initiatives. Staci Brink, Marketing Manager, commented that she only had numbers for non-profits (between 8 and 12%) but that there were no assessments across community colleges of which she was aware.

There was additional conversation regarding the use of online tools to attract new students and using measurements to track URL visitations and optimizing search engine hits. Ms. Jones commented that this method is being researched. Dr. Law added that he met with Monster.com last week to explore working with them. Dr. Duncan commented that they were looking at mobile apps as well.



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### **G.2a. Financial Report-January Board of Trustees - Dr. Doug Duncan and Ms. Jamelle Connor**

Ms. Connor reviewed the Financial Report and reported that revenue is down about 2% and expenses are up about 1%. Dr. Duncan commented that the rise in expenses is attributed to instructional and technology project expenses. The big issue is the downward trend in tuition. He commented that a worse-case scenario (if the trend continues) would mean a revenue level about \$138M versus \$144M - an approximate half million dollar spending deficit. In the unlikely event that this would occur, it would be charged to the revenue stabilization reserve.

Dr. Law assured the Board that the expenses are being monitored closely and that there is no chance the College would end up in the red at the end of the year. Mr. Burke cautioned against making "Draconian" cuts and that he didn't want Dr. Law to feel pressured. Dr. Duncan reiterated that there would not be a budget deficit because of the availability of the stabilization fund.

### **b. FY 12-13 Budget Projection**

Dr. Duncan reported that the revenue assumptions are based on no tuition increase. There have been adjustments in tuition and fees, revenue, adjunct instructors, and budget and health insurance as well as in operations. They will continue to monitor this closely. In response to a question from Mr. Burke, Dr. Law said that an estimate of the college's budget will be released in March. The Legislature is releasing the budget numbers this week and drastic cuts are expected, but he did not expect them to be the final numbers.

### **c. BOT Fund Balance Analysis**

Dr. Doug Duncan reported that the State asked the College to estimate the college's fund balance for the year and it is recommended that the College pay back the Fund 70 loans, to ensure the fund balance reflects cash and not receivables.

Dr. Duncan is anticipating about \$44M at the end of FY 2010-2011. If some of the loans are paid off, he projects a net remaining balance of slightly over \$34M. Some funds have been designated to contract balances, technology costs, staff and program development and matching grants funds. That would yield total allocated funds of \$27.9M. Subtracting a 5% Unallocated Fund Balance Calculation of approximately \$9M will yield an unallocated Fund 1 balance of \$18M as of July 1. Adding in the Auxiliary Fund and the Student Capital Improvement Fee would leave about \$32M total fund balance.

Dr. Law commented that Tallahassee and the Governor's office are looking at fund balances. He expressed a concern that these funds could be rescinded and that he would like to meet to review what uses could be explored for allocation of these funds.

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Mr. North asked if the loans from Fund 1 were interest loans. Dr. Duncan's response was that they were not and that we are not authorized to charge interest on inter-funded loans. He suggested that by paying off the loans, it would bring recurring cash back into the budget. Mr. Burke requested that there be a vote on Midtown next month as well. Mr. Gibbons mentioned the Clearwater Campus Library and Dr. Law requested that that be handled as a separate matter.

### **G.3 Other**

#### **a. Foundation Update**

Ms. Frances Neu provided an update on the status of the Foundation. Current Assets total \$46M of which \$26M is permanently restricted and \$20M is temporarily restricted. Since she joined the Foundation nine months ago, an assessment revealed some key needs. Her first focus was on building the infrastructure. The Foundation converted to Raiser's Edge – a business intelligence software package. They made program enhancements in scholarship programs and innovation grants. The staffing model was aligned with the organization.

For Visibility and Value, the Foundation mailed a postcard to 2,500 members along with some website enhancements that will soon be implemented. They've dramatically improved donor communication, especially from scholarship recipients. They launched a mini direct-mail campaign that raised over \$30,000. It raised \$10,000 in less than four hours internally. Externally, they reached many people who haven't given before or in many years. There has also been a significant increase in Board giving.

Innovation Grants: The grants provide funding to faculty, staff and students who enhance the college experience. Over 1,200 scholarships were awarded for 2011-2012. By the end of the year, it will be over 1,500 scholarships for over a \$1M in awards.

Next steps include: Resource Generation Committee, Board Development to attract active community members with a sphere of influence, Scholarship Luncheon in March, Planned giving luncheon in the Spring, and an Alumni luncheon. There are several communication initiatives – newsletter, annual report, and regular *Blue and White* features. She introduced and commended her staff for their efforts.

Mr. Fine asked how many donor records there were and Jocelyn Carpenter, Database Administrator and Program Manager, answered that there were just over 100,000 records in the database.

#### **b. Midtown Center Timeline and Building Option (Covered earlier under Items VII-E)**

#### **Item G4: Request for Proposal for College Bookstore Management Services**

Chairman Brett asked if this item could be deferred due to time constraints and the Board agreed.

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Dr. Law commented that there are only three companies big enough to handle the College's account. He commented that he was very comfortable with their decision and hiring choice.

### **Item G.5 Banking Services Contract recommendation**

Mr. Gibbons stated that he had concerns about this item and that he would like to defer this to next month's meeting. Chairman Brett agreed.

### **11-259. Under Item VII-H, Proposed Changes to BOT Rules Manual**

A rulemaking hearing was conducted for the purpose of amending and/or adopting changes to the Board of Trustees Rules and Procedures Manual. Proof of public notice of this meeting is included as a part of these minutes. Internal notice was published in the *Blue and White* and notices were duly posted. The chairman requested comments from the public. The president sought approval of Item VII-H.

### **Public hearing on the changes to the Board of Trustees manual.**

Chairman Brett asked for a motion to approve: Mr. Gibbons moved to approve and Mr. Fine seconded the motion. There was subsequent discussion as follows:

Mr. Burke voiced concerns that there were procedures mixed in with policies and that he felt they should be separated and examined in greater detail because he felt that the Board might be giving up their responsibility to form policy. He indicated that it is the responsibility of the President to execute that policy. He requested a general discussion about what role the Board has in policy making versus the President's role and to define their general philosophy.

Mr. Gibbons asked how the board could design their own types of policies/procedures. He expressed a need to monitor this in a responsible and timely manner.

Mr. Lang responded that the Board is responsible to hire and fire the President. The President is responsible for the procedures to operate his office. The Board has the last and final responsibility for what happens at the College. He recommended a joint effort as to the modification of the rules to preserve those that the Board feels are necessary to protect their position and at the same time to shift the rules into procedures that are the President's responsibility.

Mr. Burke suggested that it may be helpful to go through the statutes to determine what the Board's responsibilities are per statute. Mr. Fine added that he felt there were two other responsibilities besides the hiring/firing of the president namely, fiduciary and strategic planning for the future.

Chairman Brett acknowledged that the Board did not have a comfort level on this item in order to move forward at this time. He requested that Mr. Lang confer with Dr. Law to schedule a

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public forum to hold further discussion. Mr. Burke moved to table this motion until a future meeting. Mr. Gibbons seconded the motion and it was unanimously agreed.

Mr. Lang requested a representative from the Board to be included in the future discussion. Mr. Gibbons recommended Mr. Burke and Mr. Burke agreed.

Due to the subsequent discussion following the original motion made by Mr. Gibbons and Mr. Fine moving to approve the rules and a non-vote on the original motion, the motion by Mr. Burke and Mr. Gibbons to table the vote on rules to a future meeting supersedes.

### **11-260. Under Item VII, President's Report**

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

Dr. Law: handed out pamphlets on the SPC Internship Program to the Board Members.

The College has been named in an emergent bill for enhancing distance learning. A WorkForce Education bill is coming from the House with an emphasis on Certificates and job placement. K12 is working with the College on getting certificates for people. The College will be working on both studies.

Dr. Law commented on the dialog on the governance issues – there was not much discussion last week in Tallahassee. There was a variety of discussions of incentive-based funding. If the incentives aren't big enough, it's not enough to move this significantly forward.

Mr. Gibbons commented that this past weekend was MLK weekend. Dr. Anne Cooper and Dr. Tonjua Williams represented the College at the dinner. Dr. Law represented us very well at breakfast.

### **11-261. Under Item IX, Future Agenda Items – None**

### **11-262. Under Item X, Next Meeting Date and Site**

The Board confirmed its next meeting date and site as February 21, 2012, 8:30 a.m., at the EpiCenter.

**11-263.** Having no further business to come before the Board, Chairman Brett adjourned the meeting at 11:46 a.m.

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**William D. Law, Jr.**

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**Terrence E. Brett**

**MINUTES OF THE JANUARY 17, 2012 MEETING OF THE BOARD OF  
TRUSTEES OF ST. PETERSBURG COLLEGE**

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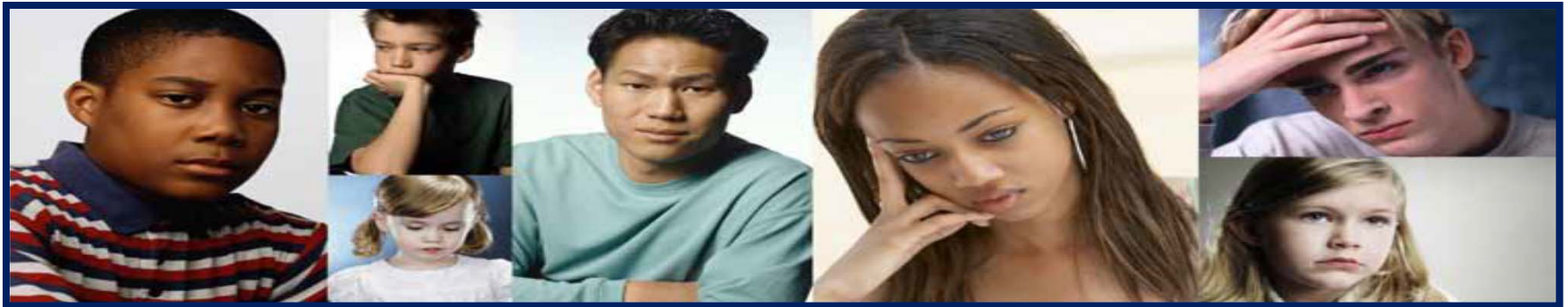
**Secretary, Board of Trustees**  
St. Petersburg College  
FLORIDA

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

**Attachments**  
**Board Memos and**  
**Supplemental Materials**

**Board of Trustees Meeting**  
**January 17, 2012**





## Rally Your Future Project

### October 2010, Collaborative Lab

- #1 Priority - Children aging out of foster care
- SPC role:
  - Resource for education and training
  - Identify, advise children
  - Facilitate unified responses to needs
  - Create unified alliance between local, state and federal child advocate partners

### November 2010 hosted 139 aging-out youth

- Partnership with Job Corp
- 15 students enrolled in SPC

### November 2011 hosted 100 aging-out youth

- Partnership with Clearwater Marine Aquarium
- Surveyed by SPC Special Programs
- Follow up advising; testing under way





## Downtown/Midtown

Opening Day Spring 2012

Total Students 2,950

DT 2,484/ MT 466



## St. Petersburg College

# Learning Resources Out of Classroom Support

## Highlights of Fall 2011 term:

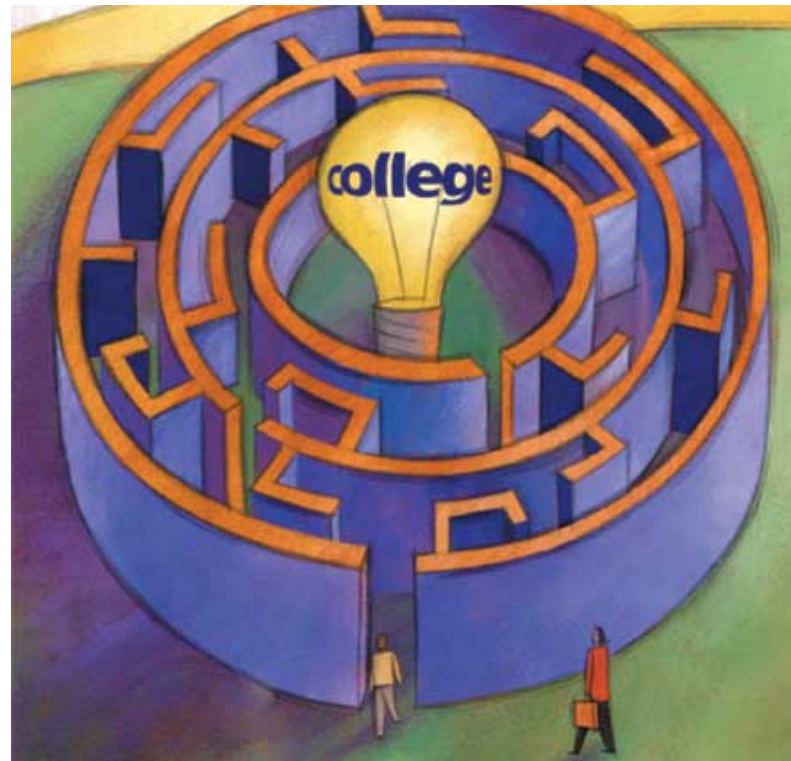
- 10,244 student visits to our Open Use Computer Lab
- 4,094 student visits to our Tutoring Center
- 14 Faculty members volunteered/ office hours in tutoring center for a total of 22 faculty hours per week
- 20 Face-to-face in class Library Instruction sessions

## Currently:

- Partnering with Faculty: Integrate intentional and meaningful experience(s) for students to utilize learning resources into the faculty syllabi
- Faculty Involvement: Faculty are volunteering and providing office hours in tutoring center
- ANGEL Training: 6 sessions for students in January/Plans for staff as well
- Academic Workshops: 15 workshops for students (SPC 101, time management, basic computing skills)
- In class Library Instruction: 18 Face-to-Face session requests for month of January alone
- Student Outreach: Tutors making in class visits to promote services
- Technology Skills: Proactive assistance to students to strengthen computer skills in computer lab
- Literacy & Critical Thinking: One Book One College student programming



1



January 17<sup>th</sup> Faculty Governance Organization

# St. Petersburg College Board of Trustees Meeting



**VI. OLD BUSINESS (items previously considered but not finalized) - None**

**VII. NEW BUSINESS**

A. STUDENT SUCCESS AND ACHIEVEMENT (*Information*)

1. Spring 2012 “Who’s Here” Enrollment Report\*
2. Fall 2010 Cohort Persistence report\*
3. Business Intelligence Demonstration – Dean Nenstiel/Dean Frank (Jesse Coraggio/Pat Rinard)\*

B u s i n e s s  
I n t e l l i g e n c e  
A p p l i c a t i o n s

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A c a d e m i c    D e a n s

# A c a d e m i c s

- Direction & Reflection
  - Personalize Data Based on Role
  - Real Time & Historic
  - Ability to Drill Down
  - Critical for Judgment
- Deans
  - Planning & Direction
  - Mentoring & Student Outreach
  - Assessment / Continuous Improvement
  - Accreditation & Documentation
  - Efficiency

# P l a n n i n g

- Our Student
  - Multi-Campus
  - Demographics
  - Financial Aid
  - Location
- Wants & Needs
  - Course Growth
  - Support Needs
- Our Courses
  - Schedules
  - Curriculum
- Our Faculty
  - Workload
  - Adjunct Needs
  - Faculty Perceptions

# Direction

of Public Safety ▾

All Sites ▾

College Administration ▾ Committees & Groups ▾ Executive Leadership ▾ **SPC Locations ▾** Strategic Initiatives ▾ The College Experience ▾ Training ▾

## Public Safety Administration Term Reports

[Home](#) - [Public Safety Administration](#) - [Crime Scene](#) - [Criminal Justice](#) - [Digital Forensics](#) - [Emergency Management](#) - [Fire Science](#)

### Enrollment

Term	Season	Enrollment	Unduplicated
0430	Fall	151	77
0435	Spring	152	71
0440	Summer	57	37

[+ Add new item](#)

### Student Survey

Term	Season	Engagement	Preparation	Instruction	Enrolled	Respondents	Response Rate
0430	Fall	6.70	6.66	6.59	151	87	57.62 %
0435	Spring	6.57	6.64	6.55	152	69	45.39 %
0440	Summer	6.86	6.90	6.79	57	34	59.65 %

[+ Add new item](#)

### Gender

Term	Season	Female	Male	Unreported
0430	Fall	44	27	6
0435	Spring	41	27	3
0440	Summer	21	14	2

[+ Add new item](#)

### Grade Distribution

Term	Season	#A	#B	#C	#D	#F	#W	#WF	Students
0430	Fall	105	22	11	5	3	2	0	151
0435	Spring	82	37	10	5	9	4	5	152
0440	Summer	33	13	5	2	2	1	1	57

[+ Add new item](#)

### Average Age

Term	Season	Average Age
0430	Fall	34.22
0435	Spring	35.30
0440	Summer	34.35

[+ Add new item](#)

### Ethnicity

Term	Season	American Indian	Asian	African American	Hispanic	Caucasian	Not Specified	Pacific Islander
0430	Fall	0	0	11	6	57	3	0
0435	Spring	0	2	9	3	53	4	0
0440	Summer	1	1	4	3	25	3	0

[+ Add new item](#)

# Scheduling

Browse Page

College Administration ▾ Committees & Groups ▾ Executive Leadership ▾ **SPC Locations ▾** Strategic Initiatives ▾ The College Experience ▾ Training ▾



## Fire Science Enrollment by Course

Course Filter

[Reset Filter](#) [Back](#)

<input type="checkbox"/> Course Prefix	Course Title	Modality	SCL	0405	0410	0415	0420	0425	0430	0435	0440	0445	0450
<b><input type="checkbox"/> Course Title : Arson Investigations (1)</b>													
FFP2604	Arson Investigations	Web Based	30	0	0	16	0	20	0	0	0	0	
<b><input type="checkbox"/> Course Title : Basic Incident Management Systems (1)</b>													
FFP1824	Basic Incident Management Systems	Web Based	30	48	37	39	22	31	21	48	24	20	
<b><input type="checkbox"/> Course Title : Blueprint Reading and Plans Review (1)</b>													
FFP2521	Blueprint Reading and Plans Review	Web Based	30	61	33	54	35	37	34	30	26	28	
<b><input type="checkbox"/> Course Title : Building Construction for the Fire Service (1)</b>													
FFP2120	Building Construction for the Fire Service	Web Based	30	138	50	89	97	49	70	93	34	72	
<b><input type="checkbox"/> Course Title : Company Officer (1)</b>													
FFP2720	Company Officer	Web Based	30	82	42	56	73	34	45	60	29	59	
<b><input type="checkbox"/> Course Title : Emergency Response to Terrorism Basic Concepts (1)</b>													
<b><input type="checkbox"/> Course Title : Ethical and Legal Issues for the Fire Service (1)</b>													
<b><input type="checkbox"/> Course Title : Fire Administration (1)</b>													
<b><input type="checkbox"/> Course Title : Fire Cause and Origin Determination (1)</b>													



# Mentoring - FTIC



Outreach ▸ Records2

One College Support College Administration ▾ Committees & Groups ▾ Executive Leadership ▾ **SPC Locations ▾** Strategic Initiatives ▾ The College Experience ▾ Training ▾ All Sites

Recently Modified

- campushelp
- Home
- allor
- Risk
- campus

Libraries

Outreach Documents

- Recycle Bin
- All Site Content

## Outreach Attempts by Student

SharePoint List Filter

Reset Filter

<b>Name</b>	██████████	<b>Start Term</b>	0445
<b>Risk Level</b>	3	<b>Home Phone</b>	██████████
<b>Student ID</b>	██████████	<b>Mobile Phone</b>	██████████
<b>Age Category</b>	26 and Over	<b>Personal Email</b>	██████████@yahoo.com
<b>Plan</b>	GEN-AA	<b>SPC Email</b>	██████████@live.spcollege.edu
<b>Sub-Plan</b>	ENGNR-AA	<b>Home Campus</b>	CL

<input type="checkbox"/> Select	@ Outreach Date	Outreach Type	Comments	Action Taken	Update Description
<b>Student : Clifford Hurd (5)</b>					
	11/10/2011	Status Update		Initial Contact by Staff	
	10/21/2011	Status Update		Phone Call Message	10/21, Contacted by Diane Jessip.
	10/27/2011	Status Update	Seen by Diane Jessip. Student still enrolled for term.	Phone Call Message	
	11/30/2011	Academic Advising	No further contact with student since 11/10 by FA and MAP CL. Student is still enrolled for 445 term and has registered for 6 crs for 450 term.		
	12/7/2011	Status Update	Student enrolled for 6 credit hrs for Spring term.		





# Mentoring - Faculty

## SPC Business Intelligence ▶ Student Success Counts

Provost and Dean Dashboard : [Enrollment Attributes](#) | [Enrollment Status](#) | [Degree Objective](#) | [Enrollment Type](#) | [Course Instructional Method](#) | [Financial Aid](#) | [Financial Aid Award](#) | [Financial Aid - Age](#) | [Student Gender](#) | [Top Courses](#) | [Enrollment by Zipcode](#) | [Student Success Rates](#) | **Student Success Counts** | [Campus Cross Enrollment](#) | [Campus Enrollment \(First Time\)](#) | [Campus Enrollment \(Repeat\)](#)

### Student Success Counts



Class Academic Career: **UGRD**, Student Term History Career Desc - Program Desc - Plan Desc - Subplan Desc: **Undergraduate**, Term Academic Year - Term Desc: **Fall term, 2011-2012**


Class College School...	Enrollment Count									
	All	A	B	C	D	F	I	W	WF	
Upper Div	2704	1138	777	334	81	92	10	212	60	
College of Public Sa...	2577	27	1558	507	173	36	80	39	91	66
Lower Div	1671	27	1028	310	101	28	42	32	56	47
Upper Div	906		530	197	72	8	38	7	35	19
PSA - UD	906		530	197	72	8	38	7	35	19
CJC3601	22		16	4			1			1
CJE3264	12		6	2	1		2		1	
CJE3341	35		20	7	1	2	1		3	1
FES3780	18		14	1				3		
FES3833	21		11	7			1			2
ISM3011	100		41	37	12	1	2		5	2
MAN3301	87		42	25	10		4		4	2
PAD3034	88		50	22	6		5		3	2
PAD3311	24		14	8	1		1			
PAD3724	10		7	1					1	1
PAD3820	66		52	6	5		2			1
PAD3821	63		44	6	6		1		5	1
PAD3874	61		31	13	6	2	5		1	3
PAD4204	63		50	3	4	1	2	1	2	
PAD4232	106		69	16	6	1	5	1	6	2
PAD4332	29		13	7	2		2	2	2	1
PAD4603	50		17	23	6	1	2		1	
PAD4878	51		33	9	6		2		1	

# A c c r e d i t a t i o n

- SACS – Professional - Industry

College of Public Safety All Sites

Support College Administration Committees & Groups Executive Leadership **SPC Locations** Strategic Initiatives The College Experience

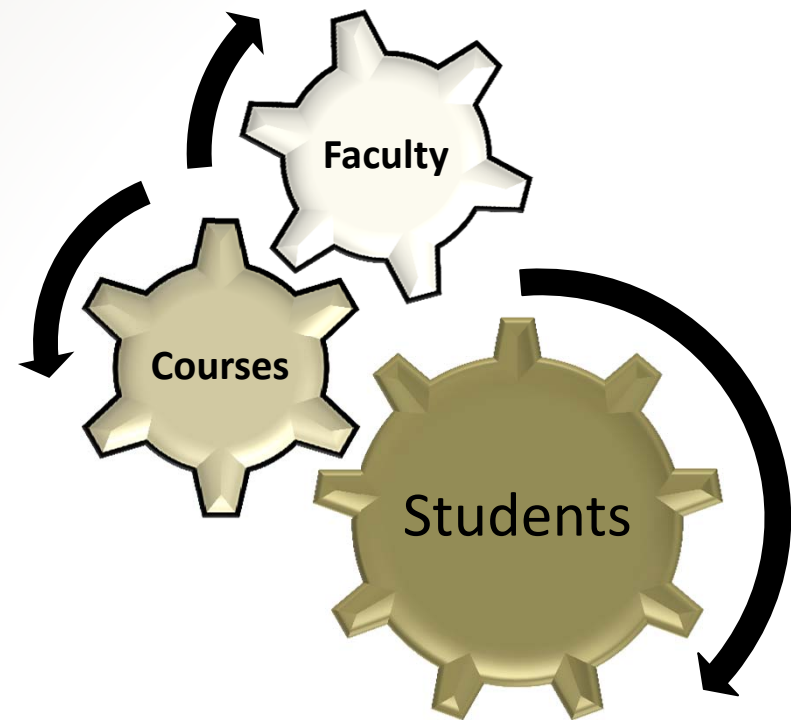


## Reports & Data

Department Data	Program Term Reports	Course Performance	Real Time Data
<a href="#">Enrollment by Term</a>	<a href="#">Public Safety Administration</a>	<a href="#">Public Safety Administration</a>	<a href="#">Enrollment Today</a>
<a href="#">Gender by Term</a>	<a href="#">Criminal Justice</a>	<a href="#">Criminal Justice</a>	<a href="#">Student Demographics</a>
<a href="#">Average Age by Term</a>	<a href="#">Crime Scene</a>	<a href="#">Crime Scene</a>	<a href="#">Top Courses</a>
<a href="#">Grade Distribution by Term</a>	<a href="#">Digital Forensics</a>	<a href="#">Digital Forensics</a>	<a href="#">Student Success Rates</a>
<a href="#">Student Survey of Instruction</a>	<a href="#">Emergency Management</a>	<a href="#">Emergency Management</a>	<a href="#">Grade Distribution</a>
	<a href="#">Fire Science</a>	<a href="#">Fire Science</a>	<a href="#">Students by Zip Code</a>

# E f f i c i e n c y

- Alignment of Resources
- Proactive vs. Reactive
- Spend Time on Initiatives
- Reflection



VII – A  
NEW BUSINESS  
NONE

January 17, 2012

**MEMORANDUM**

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

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

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

The 2010 Florida Statutes, Chapter 287.017, has adjusted the threshold amounts upward. The College's Board of Trustees Rule 6Hx23-512 refers specifically to Category TWO and Category FIVE. Category TWO has increased from \$25,000 to \$35,000 and Category FIVE has increased from \$250,000 to \$325,000. This report reflects purchases above the new threshold amounts.

The following transactions, exceeding \$35,000 but not exceeding \$325,000, which may be exempt from the bidding procedure, pursuant to State Board of Education Rule 6A-14.0734 (2) and Board of Trustees Rule 6Hx23-5.12, occurred since the October 2011 Quarterly Report or were not included in a previous Quarterly Report.

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.

An excerpt from the July 27, 2004 Amended St. Petersburg College Board of Trustees Rule 6Hx23-5.12 relating to exemptions from bidding follows the summary of vendors appearing more than once during the quarter. This is provided as additional information.

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. #81466 – Hartman Integrations Inc** – This is in the amount of **\$47,000.00** for audio visual upgrades made to room TE-102 at the SPC Gibbs Campus. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information Technology ..." **Recommended** by Daya Pendharkar, Assoc. Vice President, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.

2. **P.O. #80776 – Campus Bookstore Consulting** – This is in the amount of **\$47,000.00** for services to analyze the bookstore options for the college. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services ...” **Recommended** by and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
  
3. **P.O. #80416 – Distributive Learning Networks Inc** – This is in the amount of **\$45,000.00** for consulting and professional distributive learning services to support Multijurisdictional Counterdrug Task Force Training (MCTFT) Satellite broadcasts 10/1/11-9/30/11. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, G: “Professional services ...”. **Recommended** by James Brock, Campus Executive Officer, AC, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.

**Change orders listed in numeric order:**

1. **P.O. #79350 – Allegiance Security Group LLC:** This change order is in the amount of **\$10,000** (new total is \$88,231). This is for additional security needs. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption D: “Purchases at the unit or contract prices....” **Recommended** by Susan Reiter, Vice President Facilities Planning and Institutional Services Epi Svcs, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, on December 2, 2011.
  
2. **P.O. #78693 – Coutts Information Services:** This change order is in the amount of **\$10,000** increase (new total is \$45,000.00). This is to provide additional materials for the Library. **Authority:** SBE & BOT Rule 6Hx23-5.12, C: “Library Books...” **Recommended** by Joseph Leopold, Acting Director Learning Resources and approved by Anne Cooper, Senior Vice President Academic and Student Affairs, October 31, 2011.
  
3. **P.O. #77749 – CedarCrestone Inc:** This change order is in the amount of **\$15,000.00** increase (new total is \$262,630.28). This is to provide consulting services to assist the college with new student system development. **Authority:** SBE & BOT Rule 6Hx23-5.12, G: “Professional services.” **Recommended** by Daya Pendharkar Associate Vice President Information Systems and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, November 29, 2011.

<b>Summary of Vendors Appearing More Than Once (exclusive of change orders)</b>
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<b>For Information: Excerpt from Board of Trustees Rule 6Hx23-5.12 Purchasing</b>
---

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.

pas093011

This information is provided by Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; and Susan Reiter, Vice President, Facilities Planning and Institutional Services, pursuant to Board of Trustees Rules 6Hx23-6.09 and 6Hx23-6.10.

Attachment

mdc0104121



January 17, 2012

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *WDL*  
**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; the President and Chair of the Board of Trustees; or the President's Cabinet 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 **Creative Educational Solutions** to continue to provide online review for Dental Hygiene students to prepare for the National Board exam. The Agreement will commence as soon as possible and will continue for a period of three years. The cost to the College is anticipated to be up to \$6,000 over this period. This item was approved by Phil Nicotera on October 26, 2011. Department—Dental Hygiene, Phil Nicotera
2. Agreement with the **First Baptist Church of Indian Rocks** to provide for the use of its facilities for the College of Nursing Pinning ceremony to be held on December 15, 2011. The cost for this Agreement will be \$7,875. Of this amount, the College will pay \$5,000 for the facilities expenses and the Student Nurses Association will pay \$2,875 for the reception. The total cost covers the use of the facilities, sound/media, traffic control and catering for a reception for up to 500 people. This item was approved by Phil Nicotera on November 8, 2011. Department—Nursing, Phil Nicotera
3. Agreement with the **Florida Police Chiefs Association** that will allow the College to participate as an exhibitor at the Mid-Winter Training Conference & Exposition on January 29-30, 2012 to promote the College's AS & BAS programs in Public Safety Administration. The cost to the College for this Agreement will be \$500. This item was approved by Mike O'Keeffe on October 17, 2011. Department—Baccalaureate Programs, Mike O'Keeffe

4. Affiliation Agreement with **Greystone Healthcare Management** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved on October 11, 2011 by Phil Nicotera. Department—Physical Therapist Assistant, Phil Nicotera
5. 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 1, 2011. Department—Dental Hygiene, Phil Nicotera
6. 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 November 1, 2011. Department—College of Nursing, Phil Nicotera
7. Affiliation Agreement with **Halcyon Rehabilitation** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible will be ongoing unless terminated by either party. This item was approved by Phil Nicotera on November 3, 2011. Department—Physical Therapist Assistant, Phil Nicotera
8. Affiliation Agreement with **HCA, Galencare, Inc. d/b/a Northside Hospital and Tampa Bay Heart Institute** to provide clinical experience to students enrolled in the Radiography Program at no cost to the College. The Agreement will commence as soon as possible and is anticipated to continue through April 30, 2013. This item was approved by Phil Nicotera on October 21, 2011. Department—Radiography Program, Phil Nicotera
9. Affiliation Agreement with **HCA, Health Services of Florida, Inc. d/b/a Blake Medical Center** to provide clinical experience to students enrolled in the Emergency Medical Services Program at no cost to the College. 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 November 28, 2011. Department—Emergency Medical Services, Phil Nicotera
10. Agreement with **Hurricane Rx, LLC** whereby SPC and Hurricane Rx, LLC will collaborate to develop and present a Hurricane and Healthcare Conference to Continuing Education Health students in March 2012. The Conference will cover pertinent topics for assisted living facilities, home health agencies, Hospice and hospitals. The costs associated with the Conference (estimated to be \$32,235) will be offset by student fees. The College anticipates a net revenue after these expenses of approximately \$17,500. This item was approved by Anne Cooper on December 1, 2011. Department—CE Health, Stan Vittetoe
  11. Affiliation Agreement with **Kids First Therapy Center** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved by Phil Nicotera on October 11, 2011. Department—Physical Therapist Assistant, Phil Nicotera
  12. Agreement with **Alex Lacamoire, c/o Sendroff & Associates, P.C.** for a license to use musical arrangements for the performance of *Godspell* to be presented March 28—April 1, 2012 by the College's Fine Arts/Theatre Department. The cost to the College for this Agreement will be \$750. This item was approved by Stan Vittetoe on October 3, 2011. Department—Fine Arts/Theatre, Stan Vittetoe
  13. Agreement with **Microsoft Corporation** whereby the College will continue to be a member of the Microsoft IT Academy Program allowing the College to teach Microsoft Official Curriculum which will be taught by Microsoft Certified Trainers. The Agreement will commence January 1, 2012 and continue for the period of one year. The cost to the College for this period will be \$1,750. This item was approved by Anne Cooper on November 30, 2011. Department—College of Computer & Information Technology, Anne Cooper
  14. Agreement with **Music Theatre International** that will allow the College's Fine Arts/Theatre Department to present *Godspell* on March 28—April 1, 2012. The cost to the College for this Agreement, which includes royalty, materials rental and security fees, will be \$2,150. This item was approved by Stan Vittetoe on October 3, 2011. Department—Fine Arts/Theatre, Stan Vittetoe
  15. Agreement with the **City of Oldsmar, Oldsmar Fire Rescue** to participate in the preceptor program for EMT and paramedic students during their field internship training to meet the EMS Program requirements. 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 November 28, 2011. Department—Emergency Medical Services, Phil Nicotera

16. Agreement with **Open Hearts International** (OHI) whereby OHI will provide services to promote SPC educational programs/courses for the International Language Institute (online and classroom) to be offered through Corporate Training. The Agreement will commence as soon as possible and will continue for one year. The cost to the College for this period is anticipated to be \$4,000; after expenses, the net revenue is anticipated to be approximately \$33,000. These estimates are based on 8 students taking the courses during the Agreement period. This item was approved by Stan Vittetoe on November 18, 2011. Department—Corporate Training, Stan Vittetoe
17. 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 November 22, 2011. Department—Fire Science, James Brock
18. Agreement with **Polk State College**, through its Manufacturing Institute, whereby SPC will partner with the Manufacturing Alliance to facilitate training programs for manufacturers throughout Florida’s High-Tech Corridor. Under this Agreement, SPC will assist the Alliance by serving as a hosting partner to deliver services such as conducting a needs assessment and providing marketing, training space, and equipment. The College will receive 25% of net training revenue for its services under this Agreement. It is anticipated that the net training revenue to the College for its services will be approximately \$37,000. The Agreement will commence as soon as possible and will continue for the period of one year. This item was approved by Anne Cooper on December 16, 2011. Department—Corporate Training, Stan Vittetoe
19. Agreement between **Sentara Healthcare, Martha Jefferson Hospital** to provide a nurse preceptor and clinical experience to students enrolled in the Nursing Program at no cost to the College. This clinical experience will assist RN-BSN students in their completion of the necessary requirements for the Nursing Leadership Practicum course. The Agreement will commence as soon as possible and will continue through July 2012. This item was approved by Kay Burniston on November 1, 2011. Department—College of Nursing, Kay Burniston
20. Agreement with **TrainingTECH1** a division of Rescue Tech1 to partner with the College to provide an 8-hour Advanced Edge Management course at the College through the Fire Science Program. Training TECH1 will provide the curriculum, instructors and some promotion; the College will provide promotion, registration and classroom facilities. TrainingTECH1 will receive \$200 per student and the College will receive \$75 per student for its services. Based on an estimate of 10 students taking the course during the term of the Agreement, the College anticipates a net revenue of approximately \$750. Costs for the course will be offset by student fees. The Agreement will commence as

soon as possible and continue for up to a period of one year. This item was approved by James Brock on October 7, 2011. Department—Fire Academy/In-Service, James Brock

**Section B: Major Technology Contracts Summary (Dell Financial Services)**

Agreement with Dell Financial Services, LP to lease a total of 106 computers and other computer equipment for use in various academic and administrative departments. The leases will continue for a period of 49 months. The cost to the College for these leases is expected to be \$152,253.96. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$5,928.80.

Based on the foregoing, the total cost to the College for these lease agreements will not exceed \$158,182.76. These items are being reported to the Board based on its approval of August 16, 2011.

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

21. Agreement approved June 15, 2011 with **Fox Lawson & Associates** to conduct a compensation and classification study of A&P and Career Service employees as per the terms and conditions in the College's Request for Proposal. The Agreement was initially approved to continue through December 31, 2011 at an all-inclusive expense to the College of \$127,000. **This item is to extend the Agreement through July 31, 2012 and to further delineate additional deliverables anticipated from Fox Lawson during the extension period. The additional cost to the College associated with this extension will be \$39,000 for a total cost to the College for this Agreement of \$166,000.** This item was approved by the President on November 1, 2011. Department—Human Resources, Patty Jones

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

22. Agreement with **Brown and Brown of Florida, Inc.** to provide consulting services in areas such as assisting with the administration of the College's employee benefit plan and communication with employees; participating in quarterly claim and utilization review meetings; consulting with the College regarding its Wellness Program; assisting with health care reform compliance issues; analyzing the prescription drug plan to outline savings and providing post-RFP services. The Agreement will commence on January 1, 2012 and continue through December 31, 2012. The cost to the College will be \$75,000. This item was approved by Doug Duncan on December 9, 2011. Department—Human Resources, Patty Jones

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

23. 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 \$22,336. The Agreement will commence as soon as possible and

continue for the period of one year. This item was approved by Susan Reiter on October 11, 2011. Department—Facilities Services, Susan Reiter

24. Agreement with **Metafile Information Systems, Inc.** to provide monthly hosting service for the *Results Plus* donor database used by the Leepa-Rattner Museum of Art. The Agreement will commence as soon as possible and will continue for the period of three years. The cost to the College for this Agreement will be \$12,600. This item was approved by Conferlete Carney on September 15, 2011. Department—Leepa-Rattner Museum of Art, Conferlete Carney
25. Agreement with **Reach Local** to provide online search engine and display advertising (pay-per-click) to increase enrollment for the College's Learn-to-Earn programs. The Agreement will be for the period of December 11, 2011 through June 11, 2012 at a cost to the College of \$12,000. This item was approved by Stan Vittetoe on November 30, 2011. Department—Workforce Training Center, Stan Vittetoe
26. Agreement with **RE/MAX Metro Commercial Division** whereby RE/MAX will receive 6% commission for locating a food service vendor to lease approximately 2,300 square feet on the first floor of the Downtown Campus. The cost to the College for commissions under this Agreement will depend on variables associated with the actual lease including the term of the lease. It is estimated that the commissions may range from approximately \$6,210 to \$10,350. In addition, there will be a cost of approximately \$200 for signage and an early termination fee of \$1,000 plus marketing costs should the College terminate this Agreement prior to the end of the Agreement period. The Agreement will commence as soon as possible and will continue through December 31, 2012. This item was approved by the Theresa Furnas on December 6, 2011. Department—Manual Food Service, Theresa Furnas
27. Agreements with **Sogeti USA, LLC** to provide consulting services to enhance the workflow and use of Sharepoint for the College. The College will enter into an ongoing Professional Services Agreement, which delineates the General Terms and Conditions of its relationship with Sogeti. In addition, the College will also execute a separate Statement of Work (SOW) that provides the specific details associated with this current project. The SOW will commence as soon as possible and will continue for approximately a three-week period. The cost associated with this SOW will be up to \$20,250. This item was approved by Doug Duncan on October 26, 2011. Department—Information Technology, Doug Duncan

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

28. Agreement with **Annual Reviews** to provide a site license for various online journals to support the Biology Program. The Agreement will commence as soon as possible and will be ongoing. The cost to the College for this Agreement will be \$2,106. This item was approved by Anne Cooper on November 29, 2011. Department—Library, Anne Cooper

29. Agreement with **Dr. Benjamin Barber** to be the keynote speaker for Part II of the Ethics Speaker Series entitled *The Ethics of Being a Citizen* to be held February 28-29, 2012. The event will be held by the Institute for Strategic Policy Solutions and will be open to students and the public. The cost to the College associated with this Agreement will be \$4,500. This item was approved by Dennis Jones on October 7, 2011. Department—Institute for Strategic Policy Solutions, Dennis Jones
30. Agreement with **Behavioral Health Management Services, Inc. d/b/a Baycare Behavioral Health, Inc.** (BBH) to receive Student Assistance Intervention Services from BBH. The Agreement provides for counseling/intervention services for approximately 100 students for one year. The cost to the College will be \$9,000. Other services including faculty workshops, student workshops, student evaluations and critical incident stress debriefings are optional and may be used at an additional cost. The Agreement will commence on as soon as possible and continue through June 30, 2012. This item was approved by Tonjua Williams on October 13, 2011. Department—Student Activities – Student Health, Tonjua Williams
31. Agreement with **The Concord Coalition** to provide the services of Joshua Gordon to present a program entitled *Solving the National Debt Crisis: It's Really Not Rocket Science* on December 7-8, 2011 at the Institute for Strategic Policy Solutions. The cost to the College for this Agreement will be approximately \$2,750; however, it is anticipated that the College may receive a revenue of approximately \$2,500 associated with this event. This item was approved by Anne Cooper on October 5, 2011. Department—Institute for Strategic Policy Solutions, Dennis Jones
32. Agreement with **Copperhead Charities, Inc.** for the use of the Tarpon Springs Campus parking lots on March 15-18, 2011 during the Transitions 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 Conferlete Carney on November 7, 2011. Department—Provost Office/TS, Conferlete Carney
33. Agreement with the **Executive Office of the Governor, State of Florida** to provide office space for use by the Governor's staff. The Agreement will commence as soon as possible and will continue unless terminated by either party. The College will provide the space without charge. The EOG will reimburse the College for any unusual expenses, other than those for day-to-day operation and support. This item was approved by Deborah Boyle on December 8, 2011. Department—President's Office, Deborah Boyle
34. Agreement with the **First Baptist Church of Indian Rocks** for the use of its facilities for the December 2011 graduation ceremonies. The cost to the College for this Agreement will be \$9,300. This cost covers the use of the facilities, sound/media, traffic control and a Continental Breakfast for up to 100 people. This item was approved by Tonjua Williams on November 8, 2011. Department—Graduation, Tonjua Williams

35. Agreement with the **Florida Department of Highway Safety and Motor Vehicles (DMV)** that will continue to allow various departments within the College to access the DMV database for verification of residency and traffic incident reporting. The Agreement will commence December 7, 2011 and continue for a period of three years. There is no cost to the College associated with entering into this Agreement. This item was approved by Susan Reiter on December 8, 2011. Department—Facilities Planning and Institutional Services, Susan Reiter
36. Agreement with **Susan Glickman** to present a three-part series entitled *The Future of Energy* to be held at the Institute for Strategic Policy Solutions on various dates. The Agreement will commence as soon as possible and continue through April 15, 2012. The cost to the College for this Agreement will be approximately \$6,000; however, it is anticipated that the College will receive a revenue of approximately \$5,000 from participant fees to help offset these expenses. This item was approved by Anne Cooper on October 5, 2011. Department—Institute for Strategic Policy Solutions, Dennis Jones
37. Agreement with **Joshua Gordon** to present a program entitled *Solving the National Debt Crisis: It's Really Not Rocket Science* on December 7-8, 2011 at the Institute for Strategic Policy Solutions. The cost to the College for this Agreement will be approximately \$2,750; however, it is anticipated that the College may receive a revenue of approximately \$2,500 associated with this event. This item was approved by Anne Cooper on October 5, 2011. Department—Institute for Strategic Policy Solutions, Dennis Jones
38. Agreement with **Holiday Inn Express ICOT Clearwater** to provide rooms at a discounted rate for participants attending the Narrowing the Gulf Conference on March 28-30, 2012. There is no cost to the College associated with entering into this Agreement. Any fees for hotel rooms will be paid by participants. This item was approved by Tonjua Williams on October 6, 2011. Department—Special Needs Conference, Tonjua Williams
39. Agreement with **IBM Corporation a/k/a SPSS, Inc.** to continue the network license for the PASW Statistics Base for up to 15 users. The Agreement will commence as soon as possible and will continue for one year. The total cost to the College for this renewal period will be \$4,343.55. This item was approved by Catherine Kennedy on November 8, 2011. Department—University Partnership Center, Catherine Kennedy
40. Agreement with **Kapok Pavillion I, Ltd.** to provide the use of its ballroom facilities for the SPC Dream Ball to be held on Saturday, March 3, 2012 from 7:00 p.m. until midnight. The cost to the College for this Agreement will be \$6,700. This item was approved by Stan Vittetoe on October 31, 2011. Department—SGA Student Budget, Clearwater, Stan Vittetoe
41. Agreement with **Natural Standard Corporation** whereby the College will continue to be able to access 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 \$1,050. This item was approved by Anne Cooper on November 7, 2011. Department—Director of Libraries, Anne Cooper
42. Agreement with **Optimal Resume** to provide resume services to students. The Agreement will commence as soon as possible and is anticipated to continue for the period of three years. The cost to the College for this period is anticipated to be \$5,204. This item was approved by Kay Burniston on December 8, 2011. Department—Baccalaureate Programs/Internship Office, Kay Burniston
43. Agreement with **Proctor U, Inc.** to provide a secure system for online proctoring. Services will include online proctoring via webcam and live person and on-demand reports and access to necessary information by College staff. The cost (currently \$25), which covers a 2-hour exam, will be paid by the student. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved by James Olliver on November 2, 2011. Department—Web and Instructional Technology, James Olliver
44. Agreement with **ProQuest, LLC** for the renewal the College's online subscription to Wall Street Journal for the period commencing October 1, 2011 and continuing through September 20, 2012 as a cost to the College of \$7,010. This item was approved by Anne Cooper on October 17, 2011. Department—Director of Libraries, Anne Cooper
45. Agreement with **Olympia Hotel Management, d/b/a Safety Harbor Resort and Spa** to provide the use of its facilities, food and beverages for the Board of Trustees' celebration to honor former Trustees Evelyn Billirakis and Dick Johnston. Since costs associated with this event will be paid by attendees, there is no anticipated cost to the College; however, should the event be cancelled after November 4, 2011, there would be a cost to the College of \$2,100. This item was approved by Deborah Boyle on behalf of the President on November 1, 2011. Department—President's Office, Deborah Boyle
46. Agreement with **Rittenhouse Book Distributors, Inc.** to provide a license to access online content for R2 Library. The Agreement will commence as soon as possible and will continue for one year at no cost to the College. This item was approved by Anne Cooper on November 15, 2011. Department—Director of Libraries, Anne Cooper
47. Agreement with **Scantron Corporation** to provide the use of a Scantron scoring machine for the new Bilirakis building on the Tarpon Springs Campus. The required amount of Test Scoring forms that must be ordered each fiscal year for this machine (\$750) are being purchased by Follett's Bookstore; there is no additional cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and be ongoing unless terminated by either party. This item was approved by Conferlete Carney on November 7, 2011. Department—Word Processing, Conferlete Carney

48. Agreements with **SimplexGrinnell, LP** to provide Alarm system programming and set-up (\$696) and fire alarm monitoring services (\$320) for the Midtown Campus. The cost to the College for the foregoing will be a total of \$1,016. The Agreement will commence as soon as possible and will continue for the period of one year. This item was approved by Susan Reiter on October 26, 2011. Department—Access Control, Susan Reiter
49. Agreement with **WUSF Public Media** to provide on-air promotion of three public forums to be held at the Institute for Strategic Policy Solutions by February 28, 2012. The cost to the College associated with this Agreement will be \$2,511. This item was approved by Dennis Jones on December 1, 2011. Department—Institute for Strategic Policy Solutions, Dennis Jones

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

Suzanne Gardner, General Counsel, recommends approval.

ps1216111

January 17, 2012

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *wdl*  
**SUBJECT:** WorkNet Pinellas, Inc.—Training Agent Agreement

**Approval is sought to extend the Agreement with WorkNet Pinellas, Inc. whereby WorkNet will continue to provide funding for certain training of eligible individuals under Title I of the Workforce Investment Act and other special project training funds to St. Petersburg College as the Training Agent for payment of tuition, fees, materials and supplies, etc.**

Under the terms of the current Agreement, the College provides training to those eligible individuals sent to SPC by WorkNet staff working in the One Stop Centers for WorkNet Pinellas in Pinellas County. The Board originally approved this Agreement for the period of July 1, 2010 through June 30, 2011 with anticipated revenue for training services during fiscal year 2010-11 of approximately \$250,000. An extension was approved by the Board lengthening the agreement through September 30, 2011.

This request is to seek approval for two additional extensions—one through December 31, 2011 and a second extension through March 31, 2012 based on renewal conditions and/or unless cancelled by either party. To date, approximately \$265,000 (\$186,000 for the original one-year agreement and \$79,000 for the period of 7/1/11 – 12/31/11) in revenue has been received. The approximate revenue during the first quarter of 2012 is anticipated to be an additional \$60,000.

Suzanne L. Gardner, Acting General Counsel; Stan Vittetoe, Vice President, Workforce & Continuing Education; and Gary Graham, Workforce Project Manager, recommend approval.

gg0104122

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Southwest Florida Water Management District – Restoration and Replanting on the St. Petersburg College Seminole Campus – Cooperative Funding Initiative (Phase II Continuation Grant)

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to Southwest Florida Water Management District (SWFWMD) to receive Cooperative Funding Initiative (CFI) funds in the amount of \$20,000.** Phase II of the Cooperative Funding Initiative, which is administered by SWFWMD, will allow the College to continue with the implementation of the restoration and replanting plan developed in 2010-2011 of the sixty-three (63) acre Natural Habitat Park located on the Seminole Campus of St. Petersburg College. Phase II is a supplemental grant related to the Phase I grant approved by the Board of Trustees in December 2010. **Permission is also sought to accept funding and enter into any necessary agreements.**

The total project budget of \$40,000 will initially be paid for by the College (representing PECO Site Work and/or private donations). Of this amount, the College anticipates the PECO Site Work funds being reimbursed for \$20,000 from SWFWMD, so that the net commitment from PECO will be \$20,000 or less depending on identifiable private contributions.

Specifically, the College will use the CFI funds to implement its comprehensive replanting plan developed in 2010-2011 of the Natural Habitat Park located on the Seminole Campus of St. Petersburg College and replant native species in a multi-habitat ecological area of the Seminole Campus. This Phase II Cooperative Funding Initiative will continue to allow the College to further develop the “Natural Habitat Park and Environmental Center” with an emphasis on community education for all age groups.

Ultimately, the CFI funds will improve the educational experience of the student through formal environmental and biological science educational opportunities on a credit and non-credit basis.

Suzanne L. Gardner, Acting General Counsel; Susan Reiter, Vice President, Facilities Planning and Institutional Services; James Olliver, Seminole Campus Provost; and James Waechter, Director, Facilities Services, recommend approval.

Attachment  
js0105124

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

**Date of BOT Meeting:** January 17, 2012

**Funding Agency or Organization:** Southwest Florida Water Management District

**Name of Competition/Project:** Restoration and Replanting on the St. Petersburg College Seminole Campus – Cooperative Funding Initiative (Phase II Continuation Grant)

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

**Grant/Contract Time Period:** **Start:** 3/31/12  
**End:** 12/31/15

**Cabinet Member:** Susan Reiter

**Manager:** James Waechter

**Focus of Proposal:**

Phase II of the Cooperative Funding Initiative, which is administered by SWFWMD, will allow the College to continue with the implementation of the restoration and replanting plan developed in 2010-2011 of the sixty-three (63) acre Natural Habitat Park located on the Seminole Campus of St. Petersburg College. Phase II is a supplemental grant related to the Phase I grant approved by the Board of Trustees in December 2010.

Specifically, the College will use the Phase II CFI funds to implement its comprehensive replanting plan developed in 2010-2011 of the Natural Habitat Park located on the Seminole Campus of St. Petersburg College and replant native species in a multi-habitat ecological area of the Seminole Campus. This Phase II Cooperative Funding Initiative will continue to allow the College to further develop the “Natural Habitat Park and Environmental Center” with an emphasis on community education for all age groups.

**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.)

Materials & Services	<u>\$ 40,000</u>
Total Budget	<u>\$ 40,000</u>

**Funding:**

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

\$ 40,000

Total amount from funder:

\$ 20,000

Amount/value of match:

Cash: \$20,000

In-kind: N/A

Required match or cost sharing:

No Yes X

Voluntary match or cost sharing:

No X Yes

Source of match/cost sharing:

PECO Site Work Funds (186) and/or private donations

Negotiated indirect cost:

N/A

(Fixed) administrative fee:

N/A

Software/materials:

N/A

Equipment:

N/A

Services:

N/A

Staff Training:

N/A

FTE:

N/A

Other:

N/A

**College Goals and Institutional Initiatives Addressed:**

College Goal:

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

Institutional Initiative(s):

1. Continue to provide quality facilities, equipment and services to meet student and community needs through facilities planning, physical plant and institutional services, maintenance, construction, partnerships and energy management.

**SPC 7/24 Initiative Addressed:**

Focus:

Managing Growth


Observable Project:

Facilities and Environmental Development and Enhancement

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** U.S. Department of Labor, Employment & Training Administration—Tampa Bay WorkForce Alliance, H-1B Technical Skills Training Grant—Tampa Bay Hi-Tech Training

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Labor, Employment and Training Administration, by the Tampa Bay WorkForce Alliance in partnership with St. Petersburg College for the H1-B Technical Skills Training Grant.** The program targets the training of unemployed, long-term unemployed and incumbent workers to pursue career pathways in IT fields within the Information Technology and Telecommunications industry sectors. The main priority is to assist participants overcome the gaps in knowledge, skills, and credentials needed to fill jobs in which employers currently seek H-1B visas. SPC will serve as a partner with the Tampa Bay Workforce Alliance, WorkNet Pinellas, Hillsborough Community College, Florida Department of Education Office of Career & Technical Education, Tampa Bay Technology Leadership Association, IBM, AT&T and Ceridian, among other business partners. **Permission is also sought to accept funding for this proposal and enter into any agreements as necessary, if awarded.**

The proposed program focuses on three key training strategies to address types and skill levels of participants needed by employers across the region: Strategy 1. Implement an Incumbent Worker Training model targeting employed yet needing skills advancement to move up the career ladder; Strategy 2. Implement an Unemployed Worker Training model targeting unemployed, long-term unemployed, veterans and minorities and providing them access to higher education at partner Community Colleges to achieve certifications in the targeted occupations; and Strategy 3. Plan and implement an IT Apprenticeship program formulated by business as a means to set up higher level IT training standards. It is anticipated that 2330 non-duplicative participants will be served over four years, including 648 unemployed and long-term unemployed individuals and 1682 incumbent workers.

The estimated period of performance will be from April 1, 2012 through March 31, 2016. The total project budget is \$3,857,898 over four years. Of this amount, the College anticipates receiving approximately \$701,820 for its services over this same four-year period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Stan Vittetoe, Provost, Clearwater Campus; and Sharon Setterlind, Dean, College of Computer and Information Technology, recommend approval.

Attachment  
js0105123

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

**Date of BOT Meeting:** January 17, 2012

**Funding Agency or Organization:** U.S. Department of Labor, Employment and Training Administration – Tampa Bay WorkForce Alliance

**Name of Competition/Project:** H-1B Technical Skills Training Grant-Tampa Bay Hi-Tech Training

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

**Grant/Contract Time Period:** **Start:** 4/1/12 **End:** 3/31/16

**Cabinet Member:** Stan Vittetoe

**Manager:** Sharon Setterlind

**Focus of Proposal:**

The Tampa Bay Hi-Tech Training program targets the training of unemployed, long-term unemployed and incumbent workers to pursue career pathways in IT fields within the Information Technology and Telecommunications industry sectors. The main priority is to assist participants overcome the gaps in knowledge, skills, and credentials needed to fill jobs in which employers currently seek H-1B visas. SPC will serve as a partner with Tampa Bay WorkForce Alliance, WorkNet Pinellas, Hillsborough Community College, Florida Department of Education Office of Career & Technical Education, Tampa Bay Technology Leadership Association, IBM, AT&T and Ceridian, among other business partners.

SPC will assume the role of the training provider for the unemployed worker. Specifically, the College will use funds to support unemployed individuals looking to train in SPC's IT accelerated certificate programs by paying for their tuition, books and all associated fees, in addition to covering the personnel, fringe and supplies associated with managing the grant.

**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 & Fringe	\$ 92,610
Fringe	\$ 24,010
Other – Tuition & Fees	\$ 537,408
Supplies	\$ 6,000
Travel	\$ 2,000
Admin (10%)	<u>\$ 63,802</u>
Total Budget	\$ 701,820



**Funding:**

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

\$701,820

Total amount from funder:

\$701,820

Amount/value of match:

Cash: N/A

In-kind: N/A

Required match or cost sharing:

No Yes X

Voluntary match or cost sharing:

No X Yes

Source of match/cost sharing:

N/A

Negotiated indirect cost:

N/A

(Fixed) administrative fee:

10% of total subcontract (\$63,802)

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, and careers; as well as prepare lower division students 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:

5. One College

Observable Project:

Workforce and Community Mission

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Colgate-Palmolive Fluoride Toothpaste Study

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to Colgate-Palmolive (Colgate) whereby the College will conduct a study related to toothpaste containing specific ingredients to help control plaque and gingivitis (gum disease). Permission is also sought to accept funding for this proposal and enter into any agreements as necessary.**

The College's Dental Hygiene Program has been engaged in the Colgate fluoride toothpaste study since October of 2010. Recently, the department was made aware that Colgate would pay the College for conducting the study. The funds will cover study materials and other costs associated with conducting the study, including securing patients, collecting and recording data, distributing products and participating in Colgate site visits. Of special note: SPC is one of only 5 institutions in the U.S. asked to participate in the study and the ONLY community college.

The estimated period of performance will be from October 1, 2010 through June 30, 2012. The total project budget is \$20,000. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; Phil Nicotera, Provost, Health Education Center; and Tami Grzesikowski, Dean, College of Health Sciences, recommend approval.

Attachment  
js0105125

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

**Date of BOT Meeting:** January 17, 2012

**Funding Agency or Organization:** Colgate-Palmolive Company

**Name of Competition/Project:** Colgate-Palmolive Fluoride Toothpaste Study

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

**Grant/Contract Time Period:** **Start:** 10/1/10 **End:** 6/30/12

**Cabinet Member:** Phil Nicotera

**Manager:** Joan Tonner

**Focus of Proposal:**

Colgate-Palmolive approached SPC to conduct a clinical study related to toothpaste containing specific ingredients to help control plaque and gingivitis (gum disease). SPC has been testing and tracking results of the toothpaste through the Dental Hygiene Program since October of 2010. Recently, the department was made aware that Colgate would pay the College for conducting the study. The funds will cover study materials and other costs associated with conducting the study, including securing patients, collecting and recording data, distributing products and participating in Colgate site visits.

**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.)

Other – Data Collection & Tracking	<u>\$20,000</u>
Total Budget	\$20,000

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$20,000
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Total amount from funder:	\$20,000
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Amount/value of match:	Cash: N/A
	In-kind: N/A

Required match or cost sharing:	No <input checked="" type="checkbox"/> Yes
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Voluntary match or cost sharing:	No <input checked="" type="checkbox"/> Yes
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Source of match/cost sharing:	N/A
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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, and careers; as well as prepare lower division students for successful transfer into baccalaureate programs through the associate in arts and articulated associate in science degree programs.

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

**SPC 7/24 Initiative Addressed:**


Focus: 4. Managing with scarce resources

Observable Project: Increase non-state revenues

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Association of Community College Trustees—Trust Fund Board Grant, Florida College System Trustee Training

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Association of Community College Trustees (ACCT) Trust Fund Board for the 2012 Trust Fund Board Grant Opportunity by the St. Petersburg College Foundation as the eligible applicant. Permission is also sought to accept funding for this proposal and enter into any agreements as necessary.**

In partnership with the Association of Florida Colleges (AFC) Trustees Commission and St. Petersburg College, the St. Petersburg College Foundation proposes to target training for the 208-person trusteeship governing all of Florida's 28 community colleges. The overall objective of the Florida College System Trustee Training initiative is to help strengthen trustee education and support effective governance across the state of Florida through the development and implementation of an online orientation training tool, providing ease of access and innovative delivery toward a simpler and engaging learning experience.

The following performance outcomes are anticipated upon completion of the program: 1) Transformation of AFC's new trustee manual into an interactive online training tool via the SPC e-Campus learning system; 2) 28 Florida colleges having 'anytime, anywhere' public access to trustee online training to improve decision-making and governance; 3) 128 new Florida college trustees will be trained using the online orientation tool; and 4) 80 existing Florida college trustees will be updated using the online tool. The grant will allow for the hiring of a temporary, part-time Technology Design Specialist to design and distribute the online trustee manual as a web, multimedia and interactive/dynamic product for instructional purposes.

The estimated period of performance will be from March 1, 2012 through February 28, 2013. The total project budget is \$10,000. See attached Information Summary for additional information.

William D. Law, Jr., President and Suzanne L. Gardner, Acting General Counsel recommend approval.

Attachment  
js0105124

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

**Date of BOT Meeting:** January 17, 2012

**Funding Agency or Organization:** Association of Community College Trustees

**Name of Competition/Project:** Florida College System Trustee Training

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

**Grant/Contract Time Period:** **Start:** 3/1/12 **End:** 2/28/13

**Cabinet Member:** William D. Law, Jr.

**Manager:** Lara Holmes

**Focus of Proposal:**

In partnership with the Association of Florida Colleges (AFC) Trustees Commission and St. Petersburg College, the St. Petersburg College Foundation proposes to target training for the 208-person trusteeship governing all of Florida’s 28 community colleges. The overall objective of the Florida College System Trustee Training initiative is to help strengthen trustee education and support effective governance across the state of Florida through the development and implementation of an online orientation training tool, providing ease of access and innovative delivery toward a simpler and engaging learning experience. The grant will allow for the hiring of a temporary, part-time Technology Design Specialist to design and distribute the online trustee manual as a web, multimedia and interactive/dynamic product for instructional purposes.

**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	<u>\$10,000</u>
Total Budget	\$10,000

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$10,000
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Total amount from funder:	\$10,000
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Amount/value of match:	Cash: N/A
	In-kind: N/A

Required match or cost sharing:	No <input checked="" type="checkbox"/> Yes
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Voluntary match or cost sharing:	No <input checked="" type="checkbox"/> Yes
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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:	IX. Recruit and develop an outstanding, diverse faculty and staff.
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Institutional Initiative(s):	2. Implement training initiatives for faculty and staff to use available and emerging technologies for more efficient business processes and productivity improvement.
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**SPC 7/24 Initiative Addressed:**

Focus:	7. Transparency/Communication
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Observable Projects:	Improved Communications Tools; Board Leadership
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January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** World Relief Tampa – U.S. Department of Justice, Office for Victims of Crime - Network of Emergency Trafficking Services Project

**Confirmation is sought for a Memorandum of Understanding (MOU) that was executed, subject to Board of Trustees' approval, between World Relief Tampa and St. Petersburg College's Florida Regional Community Policing Institute (RCPI) for the RCPI to conduct Human Trafficking Awareness training in Pinellas, Pasco and Hillsborough counties. Permission is also sought to enter into any other necessary agreement(s) associated with this project and to accept funding, if awarded.**

St. Petersburg College's Florida Regional Community Policing Institute will coordinate with World Relief Tampa staff to deliver Human Trafficking Awareness training to law enforcement officers, service providers and community members in Pinellas, Pasco and Hillsborough counties. Four 4-hour "Many Faces of Human Trafficking" trainings and two 8-hour "Introduction to Human Trafficking" trainings will be held at locations, dates and for audiences determined by World Relief. World Relief will reimburse the College for all training expenses, up to a maximum of \$12,000. Covered expenses include: SPC training coordinator's time, instructor fees, preparation time, travel expenses (lodging, mileage, meals) and duplication of course manuals.

The period of performance will commence approximately January 1, 2012 and end October 31, 2013. The anticipated revenue to the College will be a total of \$12,000. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; James C. Brock, Campus Executive Officer; and Eileen LaHaie, Executive Director, Center for Public Safety Innovation, recommend approval.

Attachment  
el0105123



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

**Date of BOT Meeting:** January 17, 2012

**Funding Agency or Organization:** World Relief Tampa

**Name of Competition/Project:** Network of Emergency Trafficking Services (NETS) project

**SPC Application or Sub-Contract:** SPC Memorandum of Understanding

**Grant/Contract Time Period** **Start:** 1/1/12 **End:** 10/31/13

**Cabinet Member:** James C. Brock

**Manager:** Eileen LaHaie

**Focus of Proposal:**

The College’s Florida Regional Community Policing Institute will coordinate and deliver multiple Human Trafficking Awareness trainings in Pinellas, Pasco and Hillsborough counties for law enforcement officers, service providers and community members at multiple locations as determined by World Relief Tampa. World Relief will reimburse the College for all training-related expenses.

**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 & Benefits	\$ 2,720
Travel	3,069
Training Manual Duplication	811
Instructor Fees	<u>5,400</u>
Total Budget	\$ 12,000

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$12,000

Total amount from funder: \$12,000

Amount/value of match: Cash: N/A  
In-kind: N/A

Required match or cost sharing: No  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:	III. Promote the community’s economic and cultural development with non-credit programs, continuing education lifelong learning, and targeted partnerships and leadership initiatives.
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Institutional Initiative(s):	3. Continue to promote SPC as a cultural center of the community through development of new partnerships and initiatives.
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**SPC 7/24 Initiative Addressed:**

Focus:	5. One College
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Observable Project:	One Budget: AA/AS-BS-Workforce-E Campus-Community Mission
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January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** U.S. Department of Education - Transition to Teaching Program:  
Paraprofessionals Accelerated Teaching Highway

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Education, by the School District of Hillsborough County (SDHC) in partnership with St. Petersburg College for the Transition to Teaching Program: Paraprofessionals Accelerated Teaching Highway (PATH).** PATH is designed to provide high quality comprehensive support to paraprofessionals pursuing full teacher certification. The program is intended to move 60 participants from an AA degree to full certification, job placement and to new teacher induction with the SDHC. **Permission is also sought to accept funding for this proposal and enter into any agreements as necessary.**

As a subcontracted partner of SDHC, SPC's College of Education will provide both recruitment and training. PATH reaches out to a population of potential teachers who are already committed to education, but lack the resources and necessary support to attain professional status. As a result, the grant provides participants with scholarships to cover tuition. Participants will enroll in SPC's Baccalaureate Teacher preparation courses, offering them an opportunity to earn a Bachelor's in ESE with ESOL and Reading endorsements. To promote STEM education, a separate 60-hour practicum is devoted solely to science and math. This program is structured similarly to the Transition to Training grant implemented between 2004-2010 by the same partnership that focused on the training of STEM instructors.

The estimated period of performance will be from October 1, 2011 through September 30, 2016. The total project budget is \$1,850,582 over five years. Of this amount, the College anticipates receiving approximately \$541,630 for its services over the same period. See attached Information Summary for additional information.

Suzanne L. Gardner, Acting General Counsel; **Kimberly Hartman, Dean**, College of Education; and Debbi Joseph, Director of Curriculum and Program Management, College of Education recommend approval.

Attachment  
**js0113125**

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

**Date of BOT Meeting:** January 17, 2012

**Funding Agency or Organization:** U.S. Department of Education

**Name of Competition/Project:** Transition to Teaching (TTT) Program - Paraprofessionals Accelerated Teaching Highway (PATH)

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

**Grant/Contract Time Period:** **Start:** 10/01/11      **End:** 9/30/16

**Cabinet Member:** **Kimberly Hartman**

**Manager:** Debbi Joseph

**Focus of Proposal:**

The Paraprofessionals Accelerated Teaching Highway (PATH) program is designed to provide high quality comprehensive support to paraprofessionals pursuing full teacher certification. The program is intended to move 60 participants from an AA degree to full certification, job placement and to new teacher induction with the School District of Hillsborough County. PATH reaches out to a population of potential teachers who are already committed to education, but lack the resources and necessary support to attain professional status. As a result, the grant provides participants with scholarships to cover tuition (up to \$300,000), fees, ~~laptops~~ and related supplies. As a subcontracted partner, SPC's College of Education will provide both recruitment and training. Participants will enroll into SPC's Baccalaureate Teacher preparation courses, offering them an opportunity to earn a Bachelor's in ESE with ESOL and Reading endorsements. To promote STEM education, a separate 60-hour practicum is devoted solely to science and math. SPC's subcontract will consist of funding to support a part-time liaison, 3 academic coaches, travel, supplies and equipment.

**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 & Fringe	\$186,580
Travel	\$ 10,550
Supplies	\$ 41,500
Equipment – Laptop Computers	\$ 91,500
Contractual – Academic Coaches	<b>\$ 126,000</b>
Other – Software License & Misc. Fees	\$ 52,500
Administrative Costs	<u>\$ 33,000</u>
Total Budget	<b>\$541,630</b>

**Funding:**

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

\$541,630

Total amount from funder:

\$541,630

Amount/value of match:

Cash: N/A

In-kind: N/A

Required match or cost sharing:

No X Yes

Voluntary match or cost sharing:

No X Yes

Source of match/cost sharing:

N/A

Negotiated indirect cost:

N/A

(Fixed) administrative fee:

\$33,000

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, and careers; as well as prepare lower division students 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:

5. One College

Observable Project:

Workforce and Community Mission

January 17, 2012

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *WDL*  
**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, 2011 through December 31, 2011.

- 1) **Approval was granted** for the Guaranteed Maximum Price (GMP) for Project 266-P-11-2, Renovation of Fine Arts Auditorium, Phase 1 (Safety to Life), Clearwater Campus

This project consists of upgrades to the Clearwater Campus Fine Arts Auditorium including replacing the existing fire curtain and stage rigging as well as other miscellaneous code deficiencies. The existing curtain contained asbestos and was removed earlier this year as an initial step to upgrade the facility. Due to the existing events scheduled at the Fine Arts Auditorium, the curtain was removed over the summer and this project will take place between December 20, 2011 and January 15, 2012.

The details of this project are as follows:

- New pipe grid system to be installed at a lower height providing proper support and a more user friendly setup;
- New fire curtain and code compliant rigging;
- New hand winches for the three (3) upstage positions;
- All new equipment will have new dead hanging hardware providing proper positioning and spacing for optimum use;
- New roof vent rigging providing a code compliant system;
- New removable aluminum stairs providing a second means of exiting from the stage;
- New lobby carpeting and walk off mats.

The Guaranteed Maximum Price (GMP) for this project is \$99,615 with a total budget of \$108,629. The funding sources for this project are Public Education Capital Outlay (PECO) funds.

The following reflects the anticipated funding sources and values based upon the current total project budget:

2010-2011 Public Education Capital Outlay (PECO) Sum of the Digits Allocation (265)	\$ 108,629
<b>Total Project Budget:</b>	<b>\$ 108,629</b>

**Authorization was approved for the Guaranteed Maximum Price of \$99,615 and to issue all necessary purchase orders.**

**2) Approval was granted to approve Change Order #1 (Proposal Request #4) for Project 151-G-11-15, Remodel 1<sup>st</sup> Floor, Downtown Center.**

Remodel 1<sup>st</sup> Floor, Downtown Center is a *Type I Large Construction Project (over \$325,000)* that replaces and enhances the student intake facilities at the Downtown Center.

The **First Phase** of this project consists of remodeling a portion of space previously occupied by the Florida International Museum on the ground floor of the main Downtown Center building. This will provide a larger and enhanced student intake and support area to accommodate growth at the Downtown Center. This space will also include a larger admissions/registrar counter, a student self-serve and computer testing area and new office suite. The new office suite shall accommodate the Associate Provost, Academic and Financial Aid Advisors, Veterans Representative, Disabilities Resource Specialist, and student services support staff. As previously approved by the Board, construction is underway and is scheduled to be completed during the Spring Session of 2012.

The **Second Phase** of this project includes remodeling of the existing Registration and Admissions area on the ground floor to create a new student lounge and study area and a “Who-is-Next” kiosk in the main lobby. This phase of construction will also provide a clear and visible path to the ground floor northwest staircase that had been hidden from access and view by the existing Registration and Admissions area. This larger area and staircase will assist in alleviating congestion in the main lobby.

During our site investigation and preliminary demolition, oil was detected to be present in the existing concrete floor which will likely cause adhesion issues with the new flooring. In order to remediate the oil in the existing concrete (building’s original use was a parking garage), it is recommended to degrease the existing slab and apply an oil tolerant epoxy coating in order to provide proper adhesion and a warranty on the new floor coverings. The total cost for this work is \$35,452.99.

The original Guaranteed Maximum Price for this project was \$911,899 or \$118.14 per square foot with a Total Project Budget of \$1,308,385. The value of Change Order #1 is \$35,452.99. The final Guaranteed Maximum Price (GMP) inclusive of Change Order #1 is \$947,351.99 or \$122.73 per square foot of building space with a Total Project Budget of \$1,355,431.99. The funding sources for this project are Public Education Outlay (PECO) funds and Student Capital Improvement Fee (SCIF) funds.

The following reflects the anticipated funding sources and values based upon the current total project budget.

2 Year Student Capital Improvement Fee (SCIF) Funds	\$ 823,483.50
Public Education Capital Outlay (PECO) Funds	\$ 531,948.49
<b>Total Project Budget:</b>	<b>\$ 1,355,431.99</b>

**3) Approval was granted to accept Project 186-R-11-4, University Partnership Center Exterior Fenestration Maintenance, Seminole Campus based on substantial completion referenced below and since we have beneficial use.**

The college building code official, Randy Moore and college personnel have inspected the work on this project and certifies that as of September 23, 2011, this project was substantially complete in accordance with the contract documents, subject to the correction of final punch list items, including building code requirements.

This *Type II Miscellaneous Construction Project (under \$325,000)* consisted of correcting moisture intrusion, fading paint and rusting of exterior painted metal at the University Partnership Center (UPC) Building that was constructed in 2001. In order to correct these issues, this project provided a new weatherproof Dow Corning Allguard coating system to the exterior of the UPC.

The scope of work included:

- Removal and replacement of 13 sections of damaged stucco panels
- Surface preparation, repainting and caulking of the exterior walls
- Repainting the blue window shade supports and the blue metal framework at the two main entrances to the UPC Building
- The coating system includes a 10 year manufacturer’s warranty

The Final Guaranteed Maximum Price for this project was \$291,899 with a total project budget of \$314,511.28. The following reflects the funding sources and values based upon the total project budget.

Funding Source for the total project budget:

Public Education Capital Outlay (PECO) Funds-General Renovate/Remodel Collegewide (186)	\$ 314,511.28
<b>Total Project Budget:</b>	<b>\$ 314,511.28</b>



Final payment will not be made until all requirements for final completion have been met. The State Requirements for Educational Facilities, 2008, and as amended in 2009, Chapter 4, Section 4.2 and (3), requires that final payment shall not be made until a certificate of occupancy has been issued, the project has been completed, and the Board of Trustees has accepted the project.

**4) Approval was granted for Change Order #1, Final Accounting, Project 186-R-11-4, University Partnership Center Exterior Fenestration Maintenance, Seminole Campus.**

The UPC Exterior Fenestration Maintenance Project is a *Type II Miscellaneous Construction Project (under \$325,000)* that consisted of correcting moisture intrusion, fading paint and rusting of exterior painted metal at the University Partnership Center (UPC) Building that was constructed in 2001. In order to correct these issues, this project provided a new weatherproof Dow Corning Allguard coating system to the exterior of the UPC.

The scope of work included:

- Removal and replacement of 13 sections of damaged stucco panels
- Surface preparation, repainting and caulking of the exterior walls
- Repainting the blue window shade supports and the blue metal framework at the two main entrances to the UPC Building
- The coating system includes a 10 year manufacturer’s warranty

Project Contingency:

When the Guaranteed Maximum Price is established at the beginning of the project, an Owner’s Contingency is established. This is utilized for Owner changes throughout the project. Additionally, a project contingency is established by the contractor when they finalize the buyout of their bid packages. This change will deduct the balance of the surplus Owner’s Contingency and Project Contingency from the final contract amount:

Owner’s Contingency	\$	<u>(557.72)</u>
<b>Total Reduction to GMP:</b>	<b>\$</b>	<b>(557.72)</b>

Change Order #1 in the deductive amount of (\$557.72) reduced the Guaranteed Maximum Price to \$291,341.28 with a total project budget of \$314,511.28.

Original Guaranteed Maximum Price:	\$	291,899.00
Change Order #1: (Owner’s Contingency)	\$	<u>(557.72)</u>
<b>Final Guaranteed Maximum Price:</b>	<b>\$</b>	<b>291,341.28</b>

Funding Source for the overall project budget:

Public Education Capital Outlay (PECO)	Funds-General	\$	<b>314,511</b>
Renovate/Remodel Collegewide (186)			
<b>Total Project Budget:</b>			<b>\$ 314,511</b>

There is no loss of revenue or interruption to operation of the college as a result of this change order. Final payment will not be made until all requirements for final completion have been met. The State Requirements for Educational Facilities, 2008, and as amended in 2009, Chapter 4, Section 4.2 and (3), requires that final payment shall not be made until a certificate of occupancy has been issued, the project has been completed, and the Board of Trustees has accepted the project.

**5) Approval was granted to accept Project 186-S-11-3, Exterior Fenestration, St. Petersburg/Gibbs Campus based on substantial completion referenced below and since we have beneficial use.**

The architectural firm of Canerday, Belfsky + Arroyo Architects, Inc. and college personnel have inspected the work on this project and certify that as of October 13, 2011, this project was substantially complete in accordance with the contract documents, subject to the correction of final punch list items, including building code requirements.

This *Type II Miscellaneous Construction Project (under \$325,000)* consisted of replacing and repairing the exterior thin brick system and the Exterior Insulation Finishing System (EIFS) that were in various stages of failure on the Humanities Building at the St. Petersburg/Gibbs Campus. Additionally, there was deterioration in the concrete and rusting of steel members on the second floor of the Language Arts Building at the elevator tower.

This project removed the thin brick system in its entirety and the EIFS system on the west wall of the Humanities Building and replaced the finishes with cement plaster (stucco) and new paint. At the Language Arts Building, the steel was treated with rust-inhibiting paint after surface preparation, the concrete was repaired (at deteriorated steel columns and railing posts) and cracked portions of the slab was replaced.

The Final Guaranteed Maximum Price (GMP) for this project is \$98,365.19 with a total project budget of \$120,572. The funding sources for this project are Public Education Capital Outlay (PECO) funds.

Funding Source for the total project budget:

Public Education Capital Outlay (PECO) Funds – General Renovate/Remodel, Roofs, HVAC, ADA, Utilities, Site Improvements, Collegewide (186)	\$	120,572
<b>Total Project Budget:</b>	<b>\$</b>	<b>120,572</b>

Final payment will not be made until all requirements for final completion have been met. The State Requirements for Educational Facilities, 2008, and as amended in 2009, Chapter 4, Section 4.2 and (3), requires that final payment shall not be made until a certificate of occupancy has been issued, the project has been completed, and the Board of Trustees has accepted the project.

- 6) **Approval was granted to approve Change Order #1, Final Accounting, Project 186-S-11-3, Exterior Fenestration, St. Petersburg/Gibbs Campus as detailed below.**

The Exterior Fenestration Project is a *Type II Miscellaneous Construction Project (under \$325,000)* that consisted of replacing the exterior thin brick system and the Exterior Insulation Finishing System (EIFS) that were in various stages of failure on the Humanities Building at the St. Petersburg/Gibbs Campus. Additionally, there was deterioration in the concrete and rusting of steel members on the second floor of the Language Arts Building at the elevator tower. This project removed the thin brick system in its entirety and the EIFS system on the west wall of the Humanities Building and replaced these finishes with cement plaster (stucco) and new paint. At the Language Arts Building, the steel was treated with rust-inhibiting paint and the concrete was repaired (at deteriorated steel columns and railing posts). Lastly, cracked portions of the concrete slab were also replaced.

Change Order #1 provided for the deduction of the Project Contingencies from the overall project.

Project Contingency:

When the Guaranteed Maximum Price is established at the beginning of the project, an Owner's Contingency is established. This is utilized for Owner changes throughout the project. Additionally, a Project Contingency is established by the contractor when they finalize the buyout of their bid packages. This change will deduct the balance of the Owner's Contingency and Project Contingency from the final contract amount:

Owner Contingency:	\$	(5,491.23)
Project Contingency:	\$	<u>(6,983.58)</u>
<b>Total Contingency:</b>	<b>\$</b>	<b>(12,474.81)</b>

Change Order #1 in the deductive amount of (\$12,474.81) reduces the Guaranteed Maximum Price to \$98,365.19 with a total project budget of \$120,572.

Original Guaranteed Maximum Price:	\$	110,831.00
Change Order #1: (Contingencies)	\$	<u>12,474.81</u>
<b>Final Guaranteed Maximum Price:</b>	<b>\$</b>	<b>98,356.19</b>

**Project Accounting Summary:**

Funding Source for the total project budget:

Public Education Capital Outlay (PECO) Funds – General Renovate/Remodel, Roofs, HVAC, ADA, Utilities, Site Improvements, Collegewide (186)	\$	120,572
<b>Total Project Budget:</b>	<b>\$</b>	<b>120,572</b>

There is no loss of revenue or interruption to operation of the college as a result of this change order.

Final payment will not be made until all requirements for final completion have been met. The State Requirements for Educational Facilities, 2008, and as amended in 2009, Chapter 4, Section 4.2 and (3), requires that final payment shall not be made until a certificate of occupancy has been issued, the project has been completed, and the Board of Trustees has accepted the project.


This information is provided by Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; and Susan Reiter, Vice President, Facilities Planning and Institutional Services, pursuant to Board of Trustees Rules 6Hx23-6.09 and 6Hx23-6.10.

mdc0104121

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Lease Agreement with the City of St. Petersburg for the Midtown Educational Center

**Authorization is sought to enter into a fifty (50) year ground lease agreement with the City of St. Petersburg to lease property located at 13<sup>th</sup> Avenue South and 22<sup>nd</sup> Street South for the purpose of constructing a building of approximately 45,000 square foot building to house the Midtown Educational Center Building.**

As directed by the Board at the September 2011 Board Meeting, the College has been coordinating with the City of St. Petersburg to lease a portion of the property at the corner of 13<sup>th</sup> Avenue South and 22<sup>nd</sup> Street South. This property is known as the Mercy Hospital Campus. The purpose of this lease is to provide property to construct a building of approximately 45,000 square feet for the Midtown Educational Center. This allows the College to enhance our course offerings and have a greater presence in the Midtown area. The summary of the terms and conditions are set forth below:

- The initial term of the agreement is fifty (50) years from the commencement date.
- There is an option to extend the Term for an additional fifty (50) years.
- The College shall pay to the City the sum of Five Hundred Dollars (\$500.00) as rent for the Term to be paid in advance prior to the Commencement Date.
- The College will enter into a joint use agreement with the Community Health Centers of Pinellas, Inc. (Johnnie Ruth Clarke Center) to assume responsibilities for the storm water retention systems (which will need to be modified for the construction), landscaping, irrigation, parking lot, parking lot lighting and security (during normal operating hours for the college).

The draft agreement is attached and is subject to final approval from the City of St. Petersburg.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; and Susan Reiter, Vice President, Facilities Planning and Institutional Services, recommend approval.

Attachment

mdc0104121



**LEASE**  
**AND**  
**DEVELOPMENT AGREEMENT**  
Between  
THE CITY OF ST. PETERSBURG, FLORIDA  
And  
ST. PETERSBURG COLLEGE  
2012

**LEASE AND DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF ST. PETERSBURG, FLORIDA  
AND  
ST. PETERSBURG COLLEGE**

THIS LEASE AND DEVELOPMENT AGREEMENT ("**Lease**"), made, and entered into on this \_\_\_\_\_20\_\_\_\_, by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("**City**"), and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, a political subdivision of the State of Florida ("**Tenant**") (collectively "**Parties**").

**W I T N E S S E T H**

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties hereto agree as follows:

1. **PREMISES.** The City leases to Tenant and Tenant leases from the City the property legally described and illustrated in **Exhibit "A"**, attached hereto a made a part hereof by reference ("**Premises**"), subject to the terms, provisions, conditions, and limitations set forth and described in this Lease.
2. **SHARED PREMISES.** The "**Parking Area**" illustrated in **Exhibit "A"**, that is attached hereto and made a part hereof by reference, are shared with Community Health Centers of Pinellas, Inc. that is operating the Johnnie Ruth Clarke Community Health Center at Mercy Hospital.
3. **RENT.** Tenant shall pay to the City the sum of Five Hundred Dollars (\$500.00) as rent for the Term to be paid in advance prior to the Commencement Date. Tenant shall pay to the City all other amounts due to City pursuant to this Lease as additional rent ("**Additional Rent**") upon demand.
4. **EFFECTIVE DATE; COMMENCEMENT DATE.** The effective date of this Lease shall be the date the last one of the Parties executes this Lease ("**Effective Date**"). The commencement date shall be the Date of Regulatory Approval, as hereinafter defined, ("**Commencement Date**") which date shall be the date that the rights and duties of the Parties begin, and which shall be memorialized in a Lease Commencement Memorandum, substantially similar to **Exhibit "B"**, attached hereto and made a part hereof by reference. Tenant shall have no rights under this Lease between the Effective Date and the Commencement Date except as set forth hereinafter. The Commencement Date may be extended by the mutual agreement of the Parties and the approval of the City Council of the City of St. Petersburg ("**City Council**").
5. **TERM; RENEWAL TERM.** The term of this Lease shall be for fifty (50) years from the Commencement Date ("**Term**"). Tenant shall have an option to extend the Term for an

additional fifty (50) years ("**Renewal Term**"), subject to the approval of City Council, if all terms and conditions of this Lease have been met and there are no outstanding obligations due the City.

6. **DUE DILIGENCE.** Tenant shall have not less than ninety (90) days after the Effective Date ("**Due Diligence Period**") to perform its due diligence to inspect the Premises and determine its suitability for the Intended Use as set forth below in paragraph 9 of this Lease. In the event Tenant determines, in its sole discretion, that the Premises are not suitable for the Intended Use, Tenant may terminate this Lease, without further liability for either party except those existing at the time of termination, after providing written notice to City. All time periods in this Lease, including but not limited to the Due Diligence Period, may be extended by the Tenant for up to ninety (90) days if the final results of any test(s), audit(s) or survey(s) are not available by the dates set out herein, or if the Tenant determines further testing is required. If any audit(s)/survey(s) is not completed by the extended date, this Lease will terminate unless the Parties mutually agree to an additional extension of any of the dates herein. Tenant shall notify City of its determination in writing.
  
7. **DATE OF REGULATORY APPROVAL.** For purposes of this Lease, the "**Date of Regulatory Approval**" shall be the first business day of the month after the day on which the right to appeal all regulatory decisions of the City expires, or if one or more such regulatory decisions is appealed, the first business day of the month after the day on which the last of any such appeals is finally adjudicated. Tenant shall promptly, but in no event later than twenty four (24) months after the Effective Date, submit such documents that are required to apply for approval of the proposed site plan ("**Site Plan**"), a zoning special exception ("**Zoning**") and Community Redevelopment Agency ("**CRA**") review to the City in accordance with requirements of applicable law. City may unilaterally terminate this Lease if the Tenant fails to timely submit said documents. The City and its appropriate departments, boards and agencies that are required to do so, shall review the Site Plan, Zoning and CRA applications through the City's normal regulatory review process promptly following the submission of same by Tenant and shall advise Tenant in writing whether the same are acceptable and approved. If the Site Plan, Zoning and CRA applications are not approved, the City shall advise Tenant in writing of the specific reasons they are not acceptable and not approved. Thereafter, the Parties shall use their prompt and continuous efforts to resolve any objections that the City may have regarding the Site Plan, Zoning and CRA applications. The City shall cooperate with Tenant in any applications, including but not limited to acting as nominal applicant, appeals or additional applications. If after such efforts to resolve their differences, the City notifies Tenant that the Site Plan, Zoning and CRA applications are not acceptable and not approved, then Tenant may terminate this Lease by notifying the City in writing. If the Site Plan, Zoning and CRA applications are approved with conditions not acceptable to Tenant, the applications will be deemed not approved for purposes of this paragraph 7. If this Lease has not been terminated



and the Site Plan, Zoning and CRA applications are not approved prior to **March 31, 2014**, then this Lease will automatically terminate without further notice unless extended by mutual agreement by the Parties in writing not less than ten (10) business days prior to **March 31, 2014**.

8. **FINANCIAL CONTINGENCY.** This Lease is contingent upon the certification by Tenant to the City that there are sufficient funds to complete the Tenant Work that is set forth in paragraph 11 this Lease. In the event this certification is not provided prior to the Commencement Date, then this Lease shall be considered void and be of no further force or effect. Notwithstanding any other provision of this Lease, the failure of the Tenant to obtain a funding commitment shall not give rise to any Tenant liability.
9. **INTENDED USE OF PREMISES.** Tenant shall develop the Premises as the Midtown campus of St. Petersburg College with the purpose to provide educational programming and activities attendant to use as a state college. Tenant may exercise the right to utilize Premises as it deems appropriate within the scope of the mission of St. Petersburg College. Additionally, Tenant may use the Premises for broadly based educational, cultural and related administrative uses and ancillary related uses including but not limited to food service for students and faculty, bookstore, and meeting / conference rooms ("**Intended Use**"). Use of the Premises for any other purpose other than the Intended Use shall be considered a material default of this Lease.
10. **CITY WORK.** City shall not be required to provide any financial assistance, maintenance or future maintenance in connection with this Lease, except as required by its status as a municipal corporation.
11. **TENANT WORK.** In addition to any other requirements contained in this Lease, Tenant shall perform the following at Tenant's sole cost and expense:
  - 11.1. Building. Tenant shall cause a building to be constructed with approximately Forty Five Thousand (45,000) square feet of space on the Premises ("**Building**") to support the Intended Use.
  - 11.2. Building Completion. Absent force majeure, the Building shall be ready for occupancy not more than eighteen (18) months after the Commencement Date. Any time extension to the Building completion must be agreed to by the Parties in writing.
  - 11.3. Tenant Improvements. The Building, including any fixtures placed upon or alterations or modifications made to the Premises shall inure to the benefit of the City. Any equipment or personal property placed in/on the Premises by Tenant shall be the sole property of Tenant. Tenant may remove any equipment and/or personal property placed on the Premises at the expiration or earlier termination of this Lease provided Tenant has fully performed its obligations under this Lease and is not in default hereunder. All other equipment, fixtures and other real estate improvements shall be left on or about the Premises in the same

condition as that required to be maintained by Tenant during the Term or any Renewal Term.

11.4. Tenant Agreement with Community Health Centers of Pinellas County, Inc. Tenant affirms that Tenant will enter into an agreement with Community Health Centers of Pinellas County, Inc, located at 1344 22nd Street South, St. Petersburg, FL 33712-2744, (operating as Johnnie Ruth Clarke Community Health Center at Mercy Hospital) ("**CHC**"), for the shared use and maintenance of the Parking Area, landscaped areas of the property, including that designated for shared signage, and stormwater pond. This Lease is contingent upon a finalized joint use and maintenance agreement between the Tenant and CHC.

11.5. Material Default. A failure to commence and complete in a timely manner any of the Tenant Work shall be a material default of this Lease.

12. **FORCE MAJEURE.** In the event Tenant is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the Tenant in performing work or doing acts ("**Permitted Delay**"), Tenant shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon Tenant delivering written notice of such Permitted Delay to the City within ten (10) days of the event causing the Permitted Delay. The maximum period of time which Tenant may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

13. **TENANT'S ACCESS TO PREMISES.** Tenant shall have reasonable access to the Premises between the Effective Date and the Commencement Date for the sole purposes of inspection, measurement, and solicitation of contractors' bids. However, Tenant shall not have any right to begin construction until the Commencement Date, and further, Tenant shall require that all persons under contract with Tenant entering upon the Premises shall provide evidence of insurance to Tenant that complies with paragraph 29 of this Lease.

14. **APPROVALS.** This Lease is subject to the approvals of the City Council of the City of St. Petersburg and the Board of Trustees of St. Petersburg College.

15. **DESTRUCTION OF THE PREMISES.** In the event the Premises are substantially damaged by fire, flood, or other cause so as to render the Premises untenable as determined by Tenant, Tenant may at its option, rebuild the Premises at its sole cost and expense, equal to or better than its undamaged condition, or terminate this Lease without further liability other than those existing at termination and surrender the Premises to the City unimproved and clear of all debris. In the event the Lease is terminated under this paragraph 15, Tenant may retain any property insurance settlement, upon surrender to City.

16. **REPLACEMENT FACILITY.** The City is under no obligation to locate or provide a replacement Premises under any circumstances, including but not limited to, substantial damage to the Premises by fire, flood, hurricane, tornado, earthquake or other form of man-made or natural disaster, or termination.

17. **CONDITION OF PREMISES.**

17.1. Tenant's Inspection. Tenant has inspected the Premises and accepts the condition of the Premises in an "AS IS" condition with all faults.

17.2. Physical Condition. Tenant expressly waives any claims against the City and City's respective agents or employees for any unknown defects or other damage that may exist or be discovered by Tenant.

17.3. Legal Encumbrances. The City is unaware of any legal encumbrances or restrictions on the Premises that is not a matter of public record or that would not be discovered by a title search. Other than those expressed in this Lease, the City makes no representations or warranties of any type, either express or implied, with respect to any legal encumbrances or restrictions ("**Encumbrances**") on the Premises. Tenant waives any and all claims against the City and City's respective agents or employees resulting from any Encumbrances.

17.4. Asbestos; Lead-based Paint. NA

17.5. Particular Use. City makes no representations or warranties of any type, either express or implied, with respect to any use of the Premises by Tenant other than those permitted under the current zoning.

17.6. No Liability. Except as provided for herein, the City has made no representations, statements, or warranties, either expressed or implied, as to the existence or nonexistence of any Encumbrances, asbestos, lead-based paint, the condition of the Premises, or as to the Premises' fitness for a particular use. Further, the City and City's respective agents or employees shall not be responsible or liable at any time for:

17.6.1. pollution of any kind existing on the first day of the Term.

17.6.2. any loss of life, or injury or damage to any person or to any property or business of Tenant or those claiming by, through or under Tenant, caused by, or resulting from, the existence of asbestos or lead based paint on or in the Premises; the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from, acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operating or use of the Premises, or any of the equipment, fixtures, utilities, machinery, appliances or apparatus therein.

18. **MAINTENANCE.** Tenant shall maintain the Premises, including but not limited to the Building, the Parking Area, Stormwater Pond, and landscaping, to meet all requirements set forth in paragraph 37 of this Lease. Subsequent to the construction of the Building, Tenant shall perform all maintenance described herein in a timely and workmanlike manner. Tenant shall maintain the interior and exterior of the improvements on the Premises that may be constructed, including but not limited to electrical, plumbing, heating & air conditioning, mechanical, structural, and security systems (collectively "**Systems**"), in a working condition at the Tenant's sole cost and expense, and use all reasonable precautions to prevent waste or damage to the Premises. Tenant shall also provide routine maintenance to the Systems set forth herein, to prevent any excessive wear and tear that would be considered normally caused by the Tenant's occupancy. Tenant shall maintain the Premises in a safe and sanitary condition and shall have the duty to warn all persons who enter onto the Premises of any dangerous condition thereon known to Tenant.
19. **UTILITIES.** Tenant shall pay all costs (including installation, deposits, and usage) for utilities, including but not limited to, electricity, telephone, water, gas, sewerage, garbage and trash collection, associated with its use of the Premises.
20. **FEES AND TAXES.** Tenant shall pay all validly imposed fees and taxes, including but not limited to income tax, real and personal property tax, sales tax, levies, charges and assessments, general and special, ordinary and extraordinary, of every kind and nature whatsoever, whether now known to law or hereafter created, which may be taxed, charged, assessed, levied or imposed during the Term or any Renewal Term upon the Premises or upon the leasehold estate hereby created or upon the estate of the City, or arising in respect to the occupancy, use or possession of the Premises. If Tenant contests any such fees and taxes, the rights and obligations of the Parties shall be governed by paragraph 21, below.
21. **RIGHT TO CONTEST.** Tenant shall have the right at its own cost and expense to contest in any proper proceedings the validity of any tax, assessment or charge levied or imposed by any governmental authority ("**Levies**") against the Premises which Tenant is liable to pay hereunder. Tenant shall in any and all such proceedings pay all costs, losses or damages on account of such disputed Levies, and the contest or litigation arising therefrom, except that in disputes with the City, each party shall bear its own costs. If Tenant shall in good faith contest the Levies by any governmental authority against the Premises, Tenant shall not be deemed to be in default hereunder so long as (i) such good faith contest continues, and (ii) Tenant complies with all statutes, ordinances, rules and regulations in connection with the institution of such good faith contest.
22. **HOLD-OVER.** In the event Tenant shall hold-over on the Premises after expiration of the Term with the consent, expressed or implied, of the City, such hold-over is to be considered a tenancy

from month-to-month only. Such consent must comply with all applicable provisions of the City Charter, City Code, and City policies and procedures.

## 23. RETURN OF PREMISES.

23.1. Condition of Premises. Tenant shall, on or before the expiration of this Lease, or its earlier termination as provided herein, remove all equipment and personal property of Tenant, repair any damage caused by such removal and surrender and deliver up the Premises free of any debris, in good order, condition and repair, less ordinary wear and tear. Any equipment or personal property not removed within thirty (30) days after the expiration of this Lease or its earlier termination as provided herein shall be deemed to have been abandoned by Tenant, and may be retained or disposed of by City, in its sole discretion.

23.2. Contracts and Encumbrances. Tenant shall return the Premises free and clear of any contractual obligations or other legal encumbrance not approved in writing by the City, except those existing on the Commencement Date or caused by the City.

## 24. ENVIRONMENTAL COMPLIANCE. As of the Commencement Date the City is unaware of any violation of any environmental laws.

24.1. Definitions. For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

24.1.1. "**Environment**" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.

24.1.2. "**Environmental Condition**" shall mean any condition of the environment with respect to the Premises that results from Tenant's possession, use, occupation, construction and/or improvement to or operation of Tenant's business on the Premises.

24.1.3. "**Environmental Law**" shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("**RCRA**"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended (original act known as "**CERCLA**" or "**Superfund**", the amendments are known as "**SARA**"); the HSWA amendments to RCRA regulating Underground Storage Tanks ("**UST's**"), 42 U.S.C. Sections 6991-6991(I), as amended; the Clean Air Act of 1963 42 U.S.C. Sections 7401, et seq., as amended (Clean Air Act); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Sections 1251, et seq., as amended (Clean Water Act); the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended ("**TSCA**"); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as amended ("**HMTA**"); and any

other present or future federal, state, or local law, regulation, rule or ordinance implementing or otherwise dealing with the subject matter of the preceding federal and state statutes.

24.1.4. "**Hazardous Material**" shall mean without limitation (i) those substances included within the definitions of "**Hazardous Substances**", "**Hazardous Materials**", "**Toxic Substance**", or "**Solid Waste**" in any Environmental Law; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (A) petroleum, petroleum by-products, residuals and petroleum degradation by-products; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any environmental law.

24.1.5. "**Release**" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

24.2. Storage of Materials. Tenant shall not cause or permit any Hazardous Material to be used, stored, or generated on the Premises, except for materials of types and quantities relevant to what is customarily used for or found in its activities.. Tenant shall use and store materials in conformity with all Federal, State and local laws and ordinances of the City, the National Fire Protection Association ("**NFPA**") Code, local fire codes and regulations as they may be amended from time to time.

24.3. Release of Contaminants. Tenant shall not cause or permit the release of any hazardous materials, contaminant, or pollutant in, on, or under the Premises or into any ditch, conduit, stream, storm sewer, or sanitary sewer connected thereto or located thereon.

24.4. Notification by City. City shall promptly notify Tenant of every demand, notice, summons, or other process received as to any claim or legal proceeding that involves Tenant or the Premises.

24.5. Notification by Tenant. Tenant shall promptly notify City of every demand, notice, summons, or other process received as to any claim or legal proceeding that involves City or the Premises. Tenant shall also notify the City of any violation of environmental law or incident that may or does result in an illegal release of Hazardous Materials.

24.6. Access. Tenant shall allow authorized representatives of the City or state and federal environmental personnel, at a reasonable time, access to the Premises for the following purposes:

24.6.1. Reviewing and copying of any records that must be kept under any environmental permit.

24.6.2. Viewing the facility, equipment, practices, or operations regulated or required under such permit.

24.6.3. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal environmental law or regulation.

24.7. Termination by City. The City may terminate this Lease by providing Tenant written notice of Tenant's default of paragraph 24 of this Lease and providing Tenant not less than thirty (30) days to cure said default, or in the case of a default that cannot be cured within thirty (30) days, Tenant has commenced action to cure the default within thirty (30) days of the City's written notice and diligently pursues a cure to the satisfaction of the City. Failure by Tenant to cure said default within the time provided herein shall provide City the right but not the obligation to terminate this Lease without further notice.

24.8. Survivability. The provisions of paragraph 24 of this Lease shall survive the expiration or earlier termination of this Lease.

25. **RADON GAS DISCLOSURE.** 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.

26. **EMINENT DOMAIN.**

26.1. Termination. If during the Term or any Renewal Term, the whole of the Premises is condemned or taken in any manner for public use, or if a portion of the Premises is condemned or taken in any manner or degree to an extent that the Premises are not suitable, as determined by Tenant in its reasonable discretion, for the Intended Use, then Tenant may elect to terminate this Lease as of the date of the vesting of title in the condemning authority. As used in this paragraph, a condemnation or taking includes eminent domain proceedings and a deed given or other transfer made in lieu thereof.

26.2. Award. The Parties shall be entitled to that portion of the condemnation award attributable to their interests.

27. **RIGHT OF ENTRY.** The City shall have the right, at all reasonable times, to enter onto, and inspect the Parking Area as the City may reasonably desire. The City may enter the Building for inspection after providing reasonable notice to the Tenant.

## 28. INDEMNIFICATION.

28.1. Definitions. As used in this Lease, "**Damages**" shall mean all damages (excluding indirect, consequential, or incidental damages), liabilities, claims, losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim or proceeding whether out of court, at trial or in any appellate or administrative proceeding) for Bodily Injury or Property Damage as defined hereinafter. "**Bodily Injury**" means bodily injury, sickness or disease sustained by a person, including death resulting from any of the foregoing. "**Property Damage**" means physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured.

28.2. Indemnification and Release. Tenant and the City shall be fully responsible for their own acts of negligence and their respective agents' acts of negligence, when such agents are acting within the scope of their employment; and shall be liable for Damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Tenant or City. Nothing herein shall be construed as consent by Tenant or the City to be sued by third parties in any matter arising out of this Lease.

28.3. Tenant Indemnification. The Tenant, to the extent allowed by law, shall defend at its expense, pay on behalf of, hold harmless and indemnify City, its officers, employees, agents, invitees, elected and appointed officials and volunteers (collectively, "**Indemnified Parties**") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal (collectively, "**Claims**") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

28.3.1. The ownership, occupancy or use of the Premises by City or Tenant.

28.3.2. The performance of this Lease (including future changes and amendments thereto) by Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers, including but not limited to the Tenant's duty to maintain and warn of dangerous conditions set forth in paragraph 18 of this Lease. Tenant shall give prompt notice to City in case of fire or accidents or other casualties on or about the Premises or of any defects in any fixtures or equipment therein.



28.3.3. The failure of Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable law, statute, ordinance or regulation now or hereinafter in force, including, but not limited to violations of the Americans with Disabilities Act of 1990 ("ADA") and any current or future amendments thereto; or

28.3.4. Any negligent, reckless or intentional act or omission of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others.

28.4. Insurance Obligations. The provisions of this paragraph 28 of this Lease are independent of, and shall not be limited by, any insurance obligations in this Lease, and shall survive the expiration or earlier termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. The purchase of insurance coverage required by this Lease, or otherwise, shall not relieve Tenant of any duties set forth in this paragraph.

28.5. Tenants' Personal Property. Tenant shall store its personal property inside the Building and shall occupy the Premises at its own risk.

28.6. Tenant's Business or Property Damage. City shall not be responsible or liable at any time for any damage the Premises or to Tenant's business or activities regardless of the cause, unless such damage is due to City's negligence or wrongful act.

28.7. Acts or Omissions of Third Parties. City shall not be responsible or liable to Tenant for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

28.8. Property Defects. City shall not be responsible or liable for any defect in the Premises nor shall it be responsible or liable for any damage to any person or to any property of Tenant or other person caused by or resulting from burst, broken or leaking pipes or by or from, steam or the running, backing up, seepage, or overflow of water or sewage in any part of the Premises or for any damage caused by or resulting from acts of God or the elements, the failure of any public utility in supplying utilities to the Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Premises by any other person or by or from the acts of negligence of any occupant of the Premises.

28.9. Notice. Tenant shall give prompt notice to City in case of fire or accidents or other casualties on or about the Premises.

## 29. INSURANCE.

29.1. As of the Commencement Date, Tenant shall, from that time until the expiration or earlier termination of this Lease, pay for and maintain the following:

29.1.1. Liability and Bodily Injury. The Tenant has coverage through the Florida State College System Risk Management Consortium with limits of liability for personal injury and/or bodily injury including death, of not less than \$200,000 each person, \$300,000 each occurrence with limitations as provided by Section 768.28, Florida Statutes.

29.1.2. Workers' Compensation Worker's Compensation insurance in at least the limits required by Florida law, and Employers' Liability, where applicable, of not less than \$100,000.

29.2. Tenant Notice to City. A Certificate of Insurance shall be issued within thirty (30) days from the commencement date to the City. Thereafter, the Tenant shall notify the City within twenty-four (24) hours after receipt of any notice of any material change in coverage.

29.3. Failure to Provide. In the event Tenant fails to provide such coverage and set forth herein above, the City may obtain the insurance, and the premiums on that insurance shall be Additional Rent to be paid by Tenant to the City on demand.

29.4. Contents Insurance. Tenant shall be responsible for securing, at its own expense whatever insurance coverage it may desire on the contents of the Premises.

## 30. LIENS.

30.1. No Liens Permitted. Neither Tenant nor anyone claiming by, through or under Tenant shall have the right to file or place any mechanic's or other lien of any kind or character whatsoever upon the Premises or improvements thereon or upon the leasehold interest of Tenant herein. All contracts for improvements to the Premises shall provide for a public construction bond in accordance with Section 255.05, Florida Statutes or successor laws. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any building, improvement, alteration, repairs or any part thereof, or for the destruction or removals of any building or structure, shall at any time be or become entitled to any lien on or against the Premises.

30.2. Tenant's Duties. Prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, installations or demolition) in, on or to the Premises, by or for Tenant, Tenant shall give the City written notice of the proposed work and the names, and addresses of the entities under contract with Tenant supplying the labor and materials for the proposed work. City shall have the

right to post notices of non-responsibility or similar notices on the Premises. Tenant shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in, on or to the Premises, and for all materials furnished for or in connection with such work. Tenant shall pay all liens, claims, and demands due to such work. If any lien or charge for the payment of money shall be filed against the Premises or any improvements thereon or against the City, or if any form of security agreement shall be filed with respect to equipment or materials used in the construction or alteration of any such improvement, which in any such case shall create a lien or other charge upon or otherwise adversely affect the City's interest in the Premises, then Tenant shall at its own cost and expense cause the same to be canceled and discharged of record within thirty (30) days after notice of filing thereof.

30.3. Tenant's Right To Contest. Nothing contained herein shall prevent Tenant from contesting in good faith in any proper proceedings the validity of any such mechanic or other liens asserted or attempted to be asserted upon the Premises.

30.4. City's Rights. In the event Tenant fails to pay any charge for which such a lien has been filed, then City may, in addition to any other remedy provided for herein or in law or equity, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, shall be immediately due and payable from Tenant to City on demand, with interest thereon from the date of payment by the City at the highest interest rate allowed by law, as Additional Rent to be paid by Tenant to the City on demand

30.5. Mutual Notice. In the event either the City or Tenant receives a notice that a lien has been or is about to be filed against the Premises, or that any action affecting the title to the Premises has been commenced because of work done by or for Tenant or labor or materials furnished to or for Tenant, it shall immediately give the other written notice of such notice.

30.6. Landlord's Lien. The City waives its lien against all goods, equipment, furniture and other personal property of Tenant kept on the Premises during the Term or any Renewal Term.

### 31. **DEFAULT.**

31.1. Tenant's Default. "**Default**" shall be the occurrence of any one or more of the following events which shall permit the City, subject to the cure periods herein stated, to immediately terminate this Lease:

31.1.1. Tenant's material default of the performance of any of the covenants, agreements, stipulations or conditions herein and such default shall not be cured within a period of thirty (30) days after written notice by the City to Tenant of such default, or in the case of a default that cannot be cured within thirty (30) days, Tenant has commenced action

to cure the default within thirty (30) days of the City's written notice and diligently pursues a cure to the satisfaction of the City.

31.1.2. Tenant's failure to pay any sums payable by Tenant to the City which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.

31.1.3. Tenant's abandonment or vacation of the Premises.

31.1.4. Tenant's transfer of the Tenant's leasehold interest hereunder to any other person or entity other than in a manner permitted hereunder.

31.1.5. Tenant's filing any debtor proceedings, or filing or having filed in any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters an arrangement with creditors.

31.2. City's Rights on Default. In the event such Default occurs, City shall have the rights and remedies set forth herein, which shall be distinct, separate and, to the extent not mutually exclusive, cumulative and shall not operate to exclude or deprive the City of any other rights or remedies allowed it by law or equity. If Tenant shall default in the payment of any expense or item required to be paid by Tenant, City shall have the right, but not the obligation, to pay the same, together with any penalties and interest, in which event the amount so paid by City shall be paid as Additional Rent by Tenant to City on demand, together with interest thereon at the highest interest rate allowed by law, until paid.

31.3. No Waiver. The exercise by the City of any right or remedy to enforce its rights under this Lease shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded the City by this Lease or by statute or law. The failure of the City in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease, or to exercise any remedy, privilege or option conferred by this Lease on or reserved to the City, shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy, but that right shall continue in full force and effect. The receipt by the City of Rent, or any other payment or part of payment required to be made by Tenant, shall not act to waive any other additional Rent or payment then due. Nor shall receipt, though with the knowledge of the default of any covenant or condition of this Lease, operate as or be deemed to be a waiver of this default, and no waiver by the City of any of the provisions of this Lease or any of the City's rights, remedies, privileges, or options under this Lease shall be deemed to have been made, unless made by the City in writing. No surrender of the Premises for the remainder of the Term, shall be valid, unless accepted by the City in writing.

## 32. ASSIGNMENT OR SUBLEASE.

### 32.1. Assignment.

32.1.1. Consent Required. Tenant may not delegate performance nor assign this Lease or any of its rights under this Lease without City Council's prior written consent which shall be granted or withheld in the City Council's sole discretion. Any such purported delegation or assignment shall be null and void and shall constitute a material default of this Lease and cause for immediate termination. Any purported involuntary assignment of this Lease or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing corporation), consolidation, dissolution, reorganization, transfer of the Tenant or controlling interest in the Tenant, or court order effectuating such assignment or any other method, shall be null and void and shall constitute a material default of this Lease and cause for immediate termination, unless such underlying transaction is approved by the City Council which approval shall be in the sole discretion of the City Council.

32.1.2. Assumption and Release. Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Tenant under this Lease. Any assignee of Tenant shall deliver to City an assumption agreement in a form reasonably satisfactory to City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Lease, upon a permitted assignment of this Lease, the assigning Tenant's liability under this Lease shall not terminate.

32.2. Sublease. Tenant shall not have the right to sublease or otherwise dispose of the Premises or this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without City Council's prior written consent which shall be granted or withheld in the City Council's sole discretion. Any purported sublease or other disposition which is not authorized by the City Council, shall be void and shall be deemed a material default of this Lease and cause for immediate termination.

32.3. City's Right to Assign. City may assign, transfer, or sell the Premises subject to the rights of Tenant contained herein. If the City, or any subsequent owner, of the Premises, assigns, transfers or sells, the Premises, its liability for the performance of its agreements in this Lease shall end on the date of the assignment, transfer or sale of the Premises, and Tenant shall look solely to the assignee, transferee, or purchaser for performance of this Lease.

## 33. NON-APPROPRIATION CLAUSE.

33.1. City Non-Appropriation. The obligation of the City to fund any expenditures required by this Lease shall be limited to an obligation in any given year to budget, appropriate and

pay from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Lease.

33.2. Tenant Non-Appropriation. The obligation of Tenant to fund any expenditures required by this Lease shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Tenant services have been budgeted and appropriated sufficient monies for the funding of any expenditures that are due during that year.

34. **TENANT STATUS.** Tenant is a political subdivision of the State of Florida and has complied with all the legal requirements to remain duly and legally organized to operate within the State. In the event Tenant at any time fails to qualify as a political subdivision of the State or any authorized State entity, said failure shall constitute a material default of this Lease and this Lease shall be subject to termination in the sole discretion of the City.

35. **SUCCESSORS AND ASSIGNS.** This Lease shall bind the City and Tenant, their respective successors and assigns.

36. **RELATIONSHIP BETWEEN PARTIES.** The relationship between the Parties is that of landlord and tenant.

37. **COMPLIANCE WITH REGULATIONS.** The Tenant, in accordance with Section 1013.38, Florida Statutes, shall self-perform the permitting duties, including plan review and inspection services, required under Section 423, Florida Statutes, to comply with the Florida Building Code, Florida Fire Prevention Code, the Americans with Disabilities Act and the Florida Accessibility Code. Tenant shall obtain, at its own expense, all required and necessary licenses and permits and comply with all applicable laws and regulations of the United States of America, the State of Florida, including, but not limited to Sections 287.055 and 255.05, Florida Statutes, County of Pinellas, and the City of St. Petersburg, Florida, including but not limited to all City of St. Petersburg Ordinances, Codes and Regulations and the Southwest Florida Water Management District as they may pertain to its use and maintenance of the Premises, including the Building, Parking Area, and Stormwater Pond Area.

38. **APPLICABLE LAW; VENUE AND JURISDICTION.** This Lease shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives

any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

39. **SEVERABILITY.** Should any section or any part of any section of this Lease be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Lease.
40. **NON-DISCRIMINATION.** Tenant shall comply with applicable laws prohibiting illegal discrimination.
41. **HEADINGS.** The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.
42. **ENTIRE AGREEMENT.** This Lease, including attachments hereto, if any, constitutes the entire agreement between the City and Tenant. No change shall be valid, unless made by supplemental written agreement, executed and approved by the principal Parties.
43. **RECORDATION.** The City or Tenant may, at its option and expense, record this Lease or a Memorandum of Lease approved by the City in the public record.
44. **NO CONSTRUCTION AGAINST PREPARER OF LEASE.** This Lease has been prepared by the City and reviewed by Tenant and its professional advisors. The City, Tenant and Tenant's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either the City or Tenant or against the City or Tenant merely because of their efforts in preparing it.
45. **DUE AUTHORITY.** Each party to this Lease, that is not a natural person, represents and warrants to the other Party(ies) that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Lease to so execute the same and fully bind the Party(ies) on whose behalf they are executing
46. **GRANTS.** During the Term of this Lease Tenant shall not apply for, nor accept, any grants that may encumber the Premises, without the prior written approval of the City, which approval may be granted or denied in the City's sole discretion.
47. **AMERICANS WITH DISABILITIES ACT OF 1990.** Tenant assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 ("**ADA**") and any amendments thereto, including but not limited to Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future additions.

48. **QUIET ENJOYMENT.** Tenant, on paying the Rent and performing all of the other terms, conditions and provisions of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full Term of this Lease, subject to the provisions herein contained, easements of record, and any zoning and building use restrictions in accordance with this Lease and Section 1013.371, Florida Statutes.
49. **CITY CONSENT AND ACTION.**
- 49.1. For the purposes of this Lease, any required written consent, permission, approval or agreement ("**Approval**") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such Approval shall be in addition to any and all permits and other licenses required by law or this Lease.
- 49.2. For the purposes of this Lease any right of the City to take any action permitted, allowed or required by this Lease, may be exercised by the Mayor or his designee, unless otherwise set forth herein.
50. **SIGNAGE.** The Tenant signage shall comply with all applicable laws, ordinances, rules, regulations, and codes at all times during the Term or any Renewal Term.
51. **LIFE SAFETY ISSUES.** In the event either party reasonably believes that the other party's failure to comply with any of its obligations under this Lease involves a Life Safety Issue, as defined below, that party shall have an immediate right, but not the duty, to correct the Life Safety Issue and the reasonable costs and expenses incurred by that party in correcting the Life Safety Issue shall be due and payable to that party by the other party within thirty (30) days after the submission of a statement to the other party for the payment of the same and such amount shall, if not paid when due, bear interest at the highest rate allowed by law from the date of the statement until the date paid. For purposes of this Lease, a "**Life Safety Issue**" shall mean a situation which imposes an immediate threat of bodily harm or death to any users or occupants of the Premises.
52. **TIME PERIODS. TIME IS OF THE ESSENCE.** However, a time period may be extended upon the written mutual agreement by the Parties hereto. Either Party may express its desire to extend a certain time period by providing a notice in writing to the other Party not less than thirty (30) days prior to the required completion date. If prior agreement on the extension cannot be reached, this Lease will terminate in accordance with the terms and conditions of this Lease. It is the intention of the Parties to avoid forfeiture of Tenant's right to request an extension through inadvertent failure to give notice within the time limits prescribed. Accordingly, if Tenant should fail to give notice to City of Tenant's request to extend a time period, Tenant shall not be deemed to forfeit its right to such request until such time as City gives ten (10) days written notice to Tenant that Tenant's notice to request an extension of a time period is due, and only upon Tenant's failure to request such extension within the 10-day



notice period shall Tenant be deemed to forfeit its right to request an extension. Time periods herein shall include Saturdays, Sundays, and state and national legal holidays, and any time period provided for herein shall end at 5:00 p.m. local time.

53. **INCORPORATION OF EXHIBITS.** All exhibits to this Lease which are referenced herein are hereby incorporated herein and made a part hereof.

54. **FACSIMILE/ELECTRONIC.** A facsimile (fax) or electronic copy (e-mail or pdf) of this Lease and any signatures thereon shall be considered for all purposes as originals

55. **NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within seven (7) days after deposit in the United States Mail, postage prepaid, certified with return receipt requested, or otherwise actually delivered, to:

If to Tenant:  
ST. PETERSBURG COLLEGE  
The Board of Trustees of St. Petersburg  
College  
Attn. Director of Facilities, Planning and  
Institutional Services.  
P.O. Box 13489  
St. Petersburg, Florida 33733  
(727) 341.3241

If to City:  
CITY OF ST. PETERSBURG  
Real Estate and Property Management  
Attn. Director  
P.O. Box 2842  
St. Petersburg, Florida 33731  
(727) 893.7500

SIGNATURE PAGES FOLLOW THIS PAGE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the Parties hereto have caused this document to be executed by their duly authorized representatives on the day and date first above written.

**WITNESSES**

**TENANT: THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

Dr. William D. Law, Jr, College President and Secretary of the Board of Trustees

**ATTEST**

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

Suzanne L. Gardner,  
Acting General Counsel  
Office of the General Counsel

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ 20\_\_\_, by Dr. William D. Law, Jr., as College President and Secretary of the Board of Trustees of St. Petersburg College, a Florida public college, existing under the laws of the State of Florida, on behalf of the college. He is personally known to me appeared before me at the time of notarization.

Notary Public - State of Florida

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

**WITNESSES**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**CITY: CITY OF ST. PETERSBURG,  
FLORIDA**

By: \_\_\_\_\_  
David W. ("Bill") Foster, as its Mayor

**ATTEST**

By: \_\_\_\_\_  
Eva Andujar, City Clerk

Reviewed By:

\_\_\_\_\_  
Bruce Grimes, Director  
Real Estate and Property Management

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by David W. ("Bill") Foster and Eva Andujar, as Mayor and City Clerk, respectively, of  
the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of  
Florida, on behalf of the corporation. They are personally known to me and appeared before me  
at the time of notarization.

Notary Public - State of Florida

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney (Designee)

\_\_\_\_\_  
City Attorney (Designee)

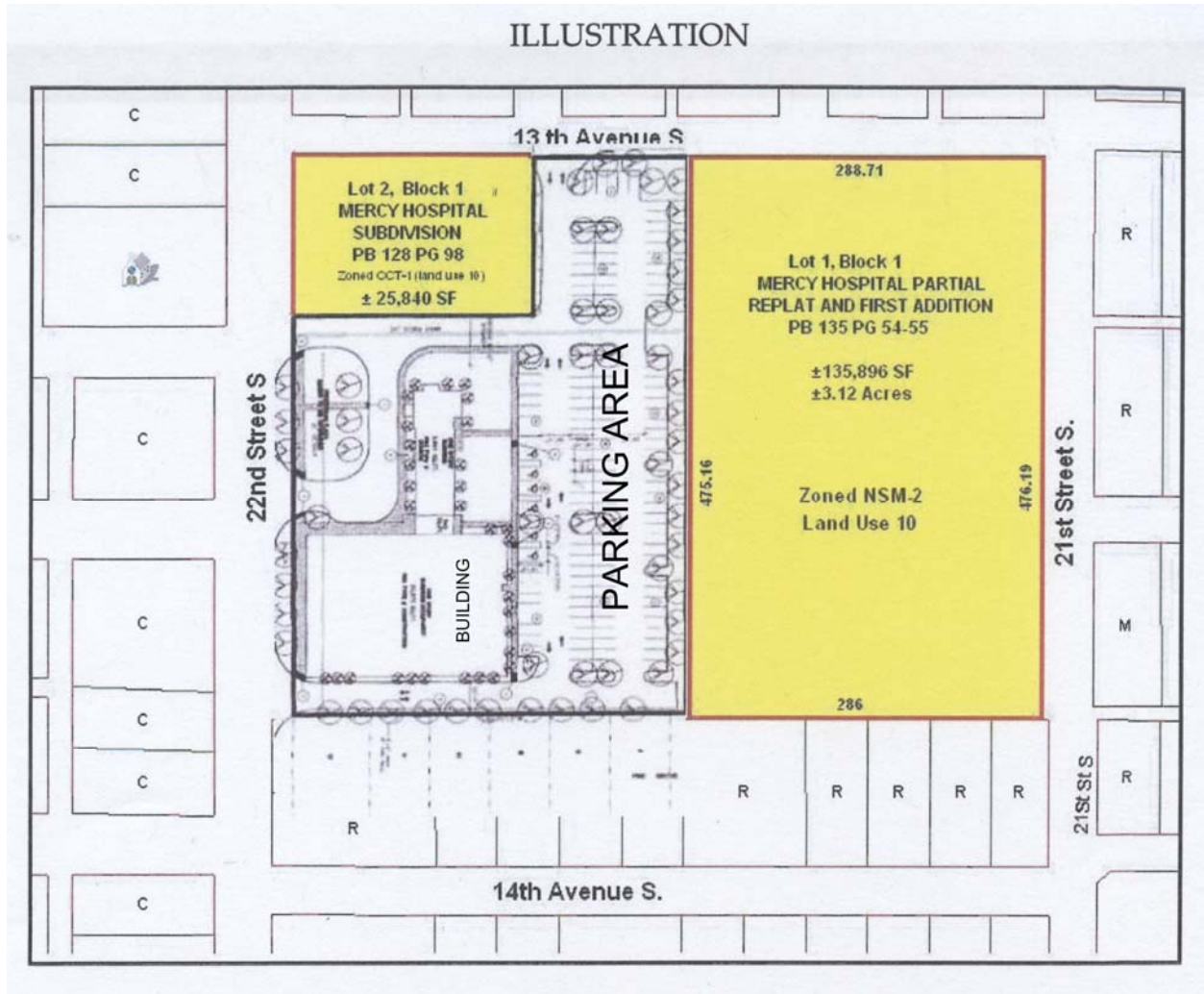
By: RICHARD B. BADGLEY

By: \_\_\_\_\_  
Assistant City Attorney

*SI* Assistant City Attorney

Legal: 00148060.doc V. 9

EXHIBIT "A"  
ILLUSTRATION



**PREMISES**

Legally Described as:

Lot 1, Block 1, MERCY HOSPITAL PARTIAL REPLAT AND FIRST ADDITION, according to the plat thereof recorded at Plat Book 135, Pages 54-55, in the Public Records of Pinellas County, Florida

AND

Lot 2, Block 1, MERCY HOSPITAL SUBDIVISION, according to the plat thereof recorded at Plat Book 128, Page 98, in the Public Records of Pinellas County, Florida.

**EXHIBIT "B"** follows this page.  
Lease Commencement Memorandum

# EXHIBIT "B"

## LEASE COMMENCEMENT MEMORANDUM

THIS LEASE COMMENCEMENT MEMORANDUM ("**Memorandum**") by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("**City**"), and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, a political subdivision of the State of Florida ("**Tenant**") (collectively "**Parties**").

### W I T N E S S E T H

WHEREAS, the City and Tenant entered into a lease agreement dated \_\_\_\_\_, 20\_\_\_\_ ("**Lease**") pursuant to St. Petersburg City Council Resolution 20\_\_-\_\_\_\_; and

WHEREAS, paragraph 4 of the Lease sets forth that the Lease shall commence on Date of Regulatory Approval ("**Commencement Date**") which date shall be the date that the rights and duties of the Parties begin; and

WHEREAS, the Date of Regulatory Approval shall be the first business day of the month after the day on which the right to appeal all regulatory decisions of the City expires, or if one or more such regulatory decisions is appealed, the first business day of the month after the day on which the last of any such appeals is finally adjudicated; and

WHEREAS, the Date of Regulatory Approval as defined above is \_\_\_\_\_, 20\_\_\_\_

NOW THEREFORE, the Parties agree that commencement of the Term of the Lease occurred on \_\_\_\_\_, 20\_\_\_\_ and each party to this Memorandum represents and warrants to the other party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Memorandum to execute the same and fully bind the party on whose behalf they are executing.

Signature Pages Follows This Page

Remainder of this Page is Intentionally Left Blank

# EXHIBIT "B"

IN WITNESS WHEREOF the Parties hereto have caused this document to be executed by their duly authorized representatives on the day and date first above written.

**WITNESSES**

**TENANT: THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

Dr. William D. Law, Jr., College President and Secretary of the Board of Trustees

ATTEST:

\_\_\_\_\_

REVIEWED:

\_\_\_\_\_

Suzanne L. Gardner,  
Acting General Counsel  
General Counsels Office

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ 20\_\_\_, by Dr. William D. Law, Jr., College President and Secretary of the Board of Trustees of St. Petersburg College a Florida public college, existing under the laws of the State of Florida, on behalf of the college. He is personally known to me appeared before me at the time of notarization.

Notary Public - State of Florida

Notary Seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

# EXHIBIT "B"

**WITNESSES**

**CITY: CITY OF ST. PETERSBURG,  
FLORIDA**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
David W. ("Bill") Foster, as its Mayor

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Eva Andujar, City Clerk

City Seal

Reviewed By:

\_\_\_\_\_  
Bruce Grimes, Director  
Real Estate and Property Management

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by David W. ("Bill") Foster and Eva Andujar, as Mayor and City Clerk, respectively, of the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney (Designee)

\_\_\_\_\_  
City Attorney (Designee)

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Assistant City Attorney



January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Review of Schematic Design Documents (Phase I) and Preliminary Guaranteed Maximum Price (GMP), Project 186-Z-11-15, Remodel First Floor for Food Service, Bookstore and Student Support, Downtown Center

Biltmore Construction Company, as the Design/Build Contractor, in conjunction with Canerday, Belfsky & Arroyo, Architects and College staff, has completed the Schematic Design Documents (Phase I) for Project #186-Z-11-15, Remodel First Floor for Food Service, Bookstore and Student Support, Downtown Center. This design is based on the Design Criteria Package that was developed by College staff, users and consultants. These documents represent the first step in the development of construction documents.

This project will consist of remodeling a portion of space on the ground floor of the main Downtown Center building. This will provide a much needed Food Service area, Bookstore and Student Support area to accommodate growth at the Downtown Center. This project is scheduled to be completed for Fall 2012 classes.

The Preliminary Guaranteed Maximum Price (GMP) for this project is \$547,571 or \$155 per square foot of building space with a Total Project Budget of \$697,029. The funding sources for this project are Public Education Outlay (PECO) funds and Student Capital Improvement Fee (SCIF) Funds. This GMP is subject to mandatory reviews for building codes, safety-to-life and the Americans with Disabilities Act (ADA), and further refinements through the value engineering process.

The following reflects the anticipated funding sources and values based upon the current total project budget.

Public Education Capital Outlay (PECO) Funds	\$	364,686
Student Capital Improvement Fee (SCIF) Funds	\$	332,343
<b>Total Project Budget:</b>	<b>\$</b>	<b>697,029</b>

These Schematic Design Documents (Phase I) and Preliminary Guaranteed Maximum Price are presented today for your review and approval. The Schematic Design Documents have been reviewed by Kevin Gordon, Provost, Downtown Center and the User Advisory Committee.

**Authorization is requested for the following:**

- **To approve the Schematic Design Documents (Phase I);**
- **To approve the Preliminary GMP of \$547,571 and to proceed with the Construction Documents subject to further refinements of the terms, conditions, and bidding, and to issue all necessary purchase orders.**

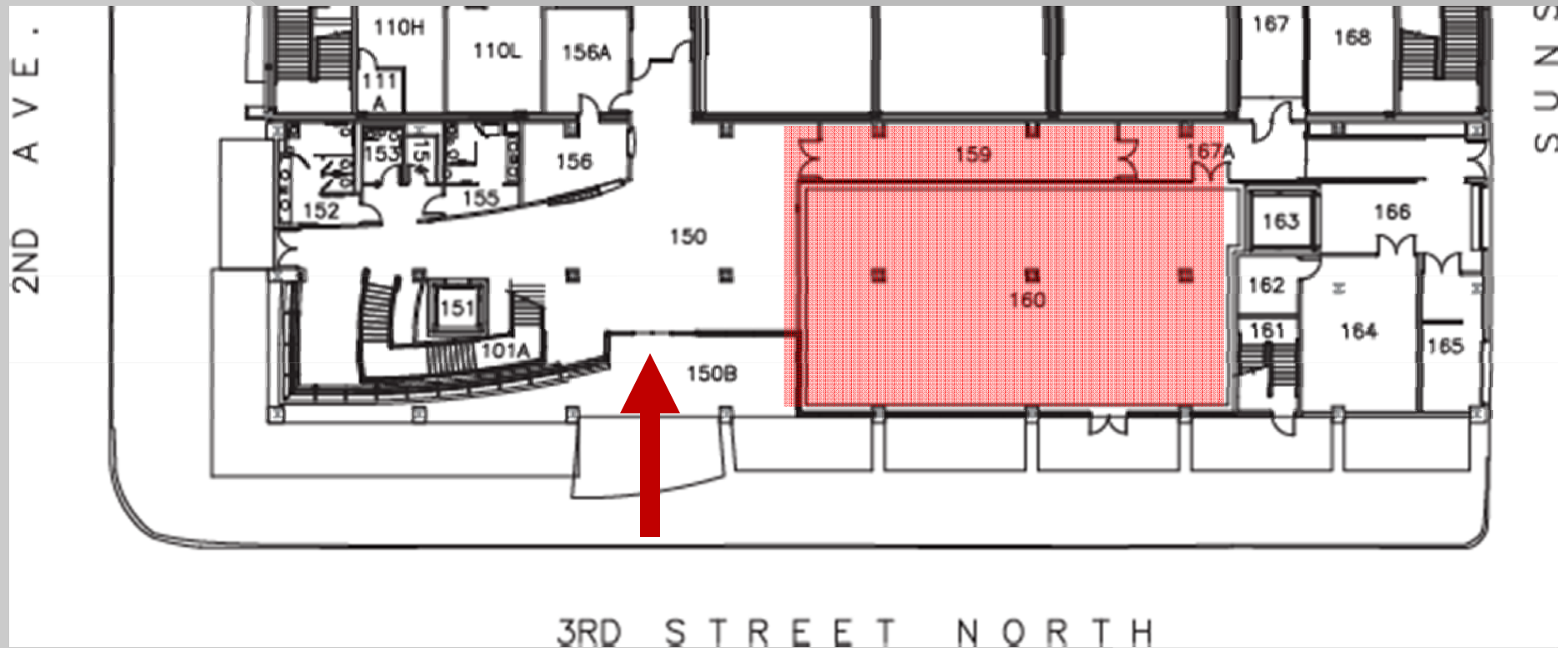
Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Susan Reiter, Vice President, Facilities Planning and Institutional Services; Kevin Gordon, Provost, Downtown Center; Vito Diruggiero, Vice President, Biltmore Construction; and Leo Arroyo, Principal, Canerday, Belfsky and Arroyo Architecture, Inc. recommend approval.

mdc1208111

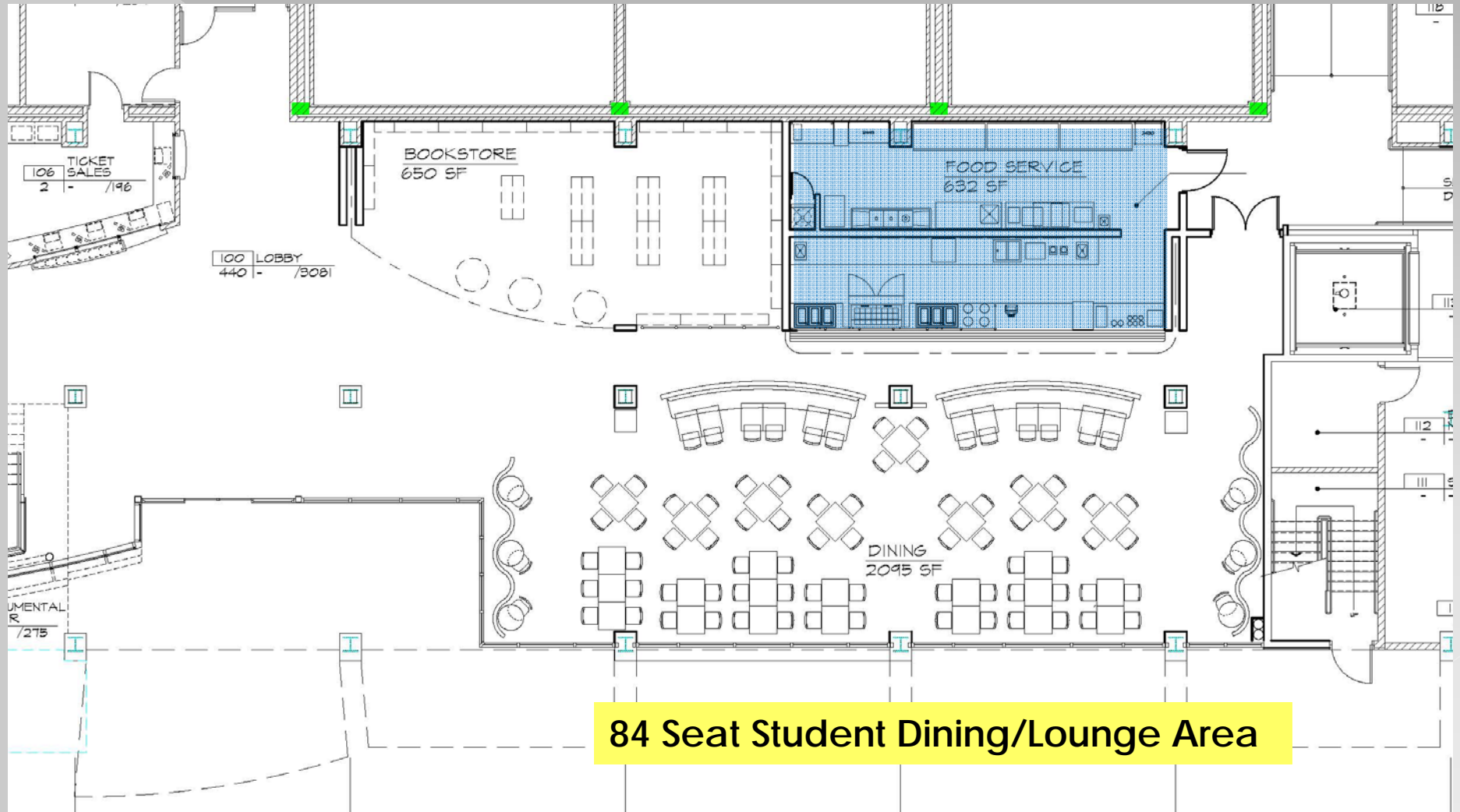
**Review of Schematic Design Documents  
(Phase I) and Preliminary Guaranteed  
Maximum Price (GMP), Project 186-Z-11-15,  
Remodel First Floor for Food Services,  
Bookstore and Student Support, Downtown  
Center**

Agenda Item VII-E.3

# Third Street Entrance, 1<sup>st</sup> Floor DTC



# 1<sup>st</sup> Floor Student Food Service / Bookstore



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Questions?

VII – F  
AGENCY BILLINGS  
NONE

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Personnel Report

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

<b>HIRE Budgeted</b>			
<b>Effect. Date</b>	<b>Name</b>	<b>Department/Location</b>	<b>Title</b>
1/1/2012	Andrews,Paul J.	Criminal Justice AC	Coordinator II, Project
12/10/2011	Brown,Domini Lynn	SPC-Downtown	Executive Staff Assistant
12/12/2011	Carlson,Rosemary A	BA Programs/UPC	Academic Staff Assistant
1/3/2012	Gonzalez,George	Business Technologies CL	Technology Resource Specialist
11/28/2011	Gordon,Kevin D.	Education & Student Svcs DO	Provost
11/13/2011	Haigh,Alyssa Lynn	Student Activities SPG	Staff Assistant
11/7/2011	Hall,Gordon W	Enrollment Management DO	College Recruiter
1/3/2012	Hartman,Kimberly J	College of Education	Dean, Baccalaureate Programs
11/16/2011	Hicks,Katie A	Fine & Applied Arts SPG	Administrative Specialist I
11/14/2011	Lindsey,Heather Louise	SSS TRIO Grant - DO	Student Services Officer
11/14/2011	Newell,Rebecca K	Social Science CL	Staff Assistant
11/14/2011	Pellerin,Sherry A	Special Programs/Intl Educ DO	Senior Staff Assistant
12/5/2011	Procaccio,Megan Michelle	College Student Supp Svcs DO	Staff Assistant
11/14/2011	Zebert,Ann L	Accounting Services	Senior Accountant

<b>HIRE Temporary/Supplemental</b>			
<b>Effect. Date</b>	<b>Name</b>	<b>Department/Location</b>	<b>Title</b>
12/5/2011	Albrecht,Osiris P.	Foreign Language SE	Supplemental Instr - Credit
11/21/2011	Althoff,Paul J	Criminal Justice AC	OPS Career Level 5
11/26/2011	Andrews,Jean L	SPC-Downtown	OPS Career Level 4
1/3/2012	Baiocco,Adriana R	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/15/2011	Beasley,Dalton R	Campus Security HC	OPS Career Level 1
12/2/2011	Briganti,Dominick	Criminal Justice AC	Instructor- Temporary Non-Cred
12/1/2011	Brown,Michael Jermaine	Associate Provost CL	OPS Career Level 1



11/1/2011	Bryson,Kathy M	Letters SE	Instructor - Temporary Credit
1/3/2012	Caminiti,Kimberly M	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
12/4/2011	Christy,Judith	District Library DO	OPS Career Level 1
11/5/2011	Correia,Jeremy David	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/1/2011	Cruz,Daniel Enrique	CJI AA/AS DOC AC	Instructor- Temporary Non-Cred
10/31/2011	Daniels,Juli F.	Nursing HC	Supplemental Bach Prog.
1/2/2012	Davenport,Todd G.	BA Programs/UPC	Adjunct Bach Prog.
10/1/2011	DeVito,Angela G.	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/14/2011	Dickinson,Danielle M	New Initiative Program - HC	OPS Career Level 6
11/29/2011	Dimarco,Charles J	Distance Learning TV SE	Instructor - Temporary Credit
11/30/2011	Dixon,Deonne R	Criminal Justice AC	Instructor- Temporary Non-Cred
1/3/2012	Dobbs,Dawn M	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/30/2011	Fortner,Jimmy L	Criminal Justice AC	Instructor- Temporary Non-Cred
11/30/2011	Franjesevic,Jason P	Criminal Justice AC	Instructor- Temporary Non-Cred
12/1/2011	Fumano Jr,Daniel Joseph	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/30/2011	Gibson,Michael Charles	Criminal Justice AC	Instructor- Temporary Non-Cred
11/30/2011	Hale,Tammy L	Criminal Justice AC	Instructor- Temporary Non-Cred
1/3/2012	Hutchison,Keith D	Dual Credit - AC	Contributed Service
12/12/2011	Kuhn,Christina M	Academic Effective & Assessmt	OPS Career Level 3
10/31/2011	Mccullough,Carolyn S	Central Records DO	OPS Career Level 3
11/7/2011	Mortellaro,Denise Ann	SPC-Downtown	OPS Career Level 4
11/30/2011	Navarro,Rafael	Criminal Justice AC	Instructor- Temporary Non-Cred
11/7/2011	Penny,Jessica N	SPC-Downtown	OPS Career Level 3
12/5/2011	Perry,Kristen C	Facilities Plan & Inst Svcs	General Service/Maint. (unskil
12/3/2011	Reesher,Shaeleigh A	Education & Student Svcs DO	OPS Career Level 3
11/7/2011	Salmon,Diane C	Corporate Training E&SS DO	OPS Career Level 2
10/24/2011	Schock,Mary C	Business Technologies SP	OPS Career Level 2
12/2/2011	Schonborn,Brian P	Criminal Justice AC	Instructor- Temporary Non-Cred
12/9/2011	Starr,Teresa G	Letters SE	Instructor - Temporary Credit
11/9/2011	Steele,Joshua A	Leepa/Rattner Museum - DO	OPS Career Level 2
11/14/2011	Torres,Steven A	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/28/2011	Ulmer,Teri L	Nursing HC	Instructor - Temporary Credit
11/1/2011	Valentino,Margaret C	Letters SE	Instructor - Temporary Credit
1/3/2012	Wenzel,Beate M	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
11/28/2011	Williams,Lucy O	Human Resources	OPS Career Level 3
10/31/2011	Wise,Nicole P	Srvcs Spc Students/OSSD CL	OPS Teaching Asst/Interpreter
1/3/2012	Woodard,Dederick D	Corporate Training E&SS DO	OPS Career Level 2
11/5/2011	Yourth,Bradley J.	Business Technologies SE	Supplemental Instr - Credit

**TRANSFER/PROMOTION Budgeted**

<b>Effect. Date</b>	<b>Name</b>	<b>Department/Location</b>	<b>Title</b>
12/12/2011	Algarin,Joseph Manuel	NTPI/WMD Grant - AC	Technology Support Specialist
11/14/2011	Clinton,Tyrone	Associate Provost SP	Associate Provost
12/1/2011	Holmes,Lara L	President Support	Senior Executive Staff Asst.
11/14/2011	Kelley,Nancy	Associate Provost HC	Associate Provost
12/12/2011	Mohr III,Robert R.	Academic Effective & Assessmt	Follow-up & Reports Specialist
11/14/2011	Peerenboom,Jill	Course & Curriculum Develop DO	Coord, Curriculum Services
12/12/2011	Strickland,Mark F.	SPC-Downtown	Associate Provost

**SEPARATION Budgeted**

<b>Effect. Date</b>	<b>Name/Title</b>	<b>Department/Location</b>	<b>Action/Reason</b>
1/6/2012	Francis, Robert Head Coach	Scholarship/Stu Fin Assist DO	Termination
12/31/2011	Mahoney, Maureen Academic Department Chair	Ethics CL	Resignation

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

ssw0103121

# Enrollment Marketing *Update*

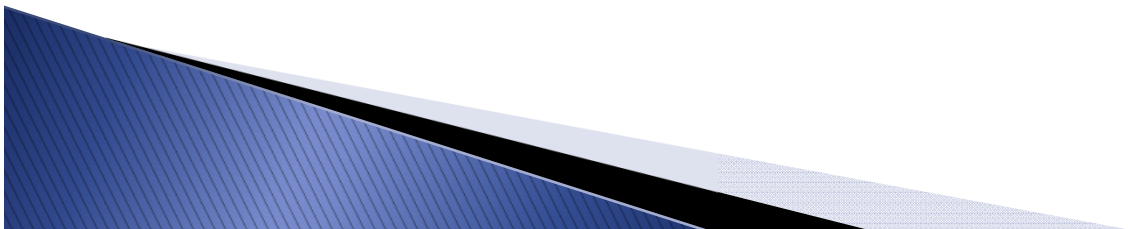
Office of Marketing & Public Information

Presented to SPC Board of Trustees – Jan. 17, 2012

# Background

Hired CLARUS Corporation to:

- ▶ conduct market research to provide baseline data for updating recruitment marketing strategies
- ▶ evaluate branding from a “one college” perspective



# Key CLARUS observations

- ▶ Community feels good about SPC, but lacks knowledge about breadth/depth of offerings
- ▶ Refine recruitment strategies:



- Realign advertising strategy along related career paths or areas of study
- Emphasize the breadth and depth of programming
- Shift to year-round brand awareness



# Sample advertising strategy

## *Focus on EDUCATION:*

Related paths can take a few weeks, months or years

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- Continuing education through Corporate Training
- Associate in Science degrees
- Associate in Arts degree for transfer for university
- Bachelor's degrees
- Education certificates for those with other bachelor's degrees
- Bachelor's, master's and doctoral degrees at University Partnership Center



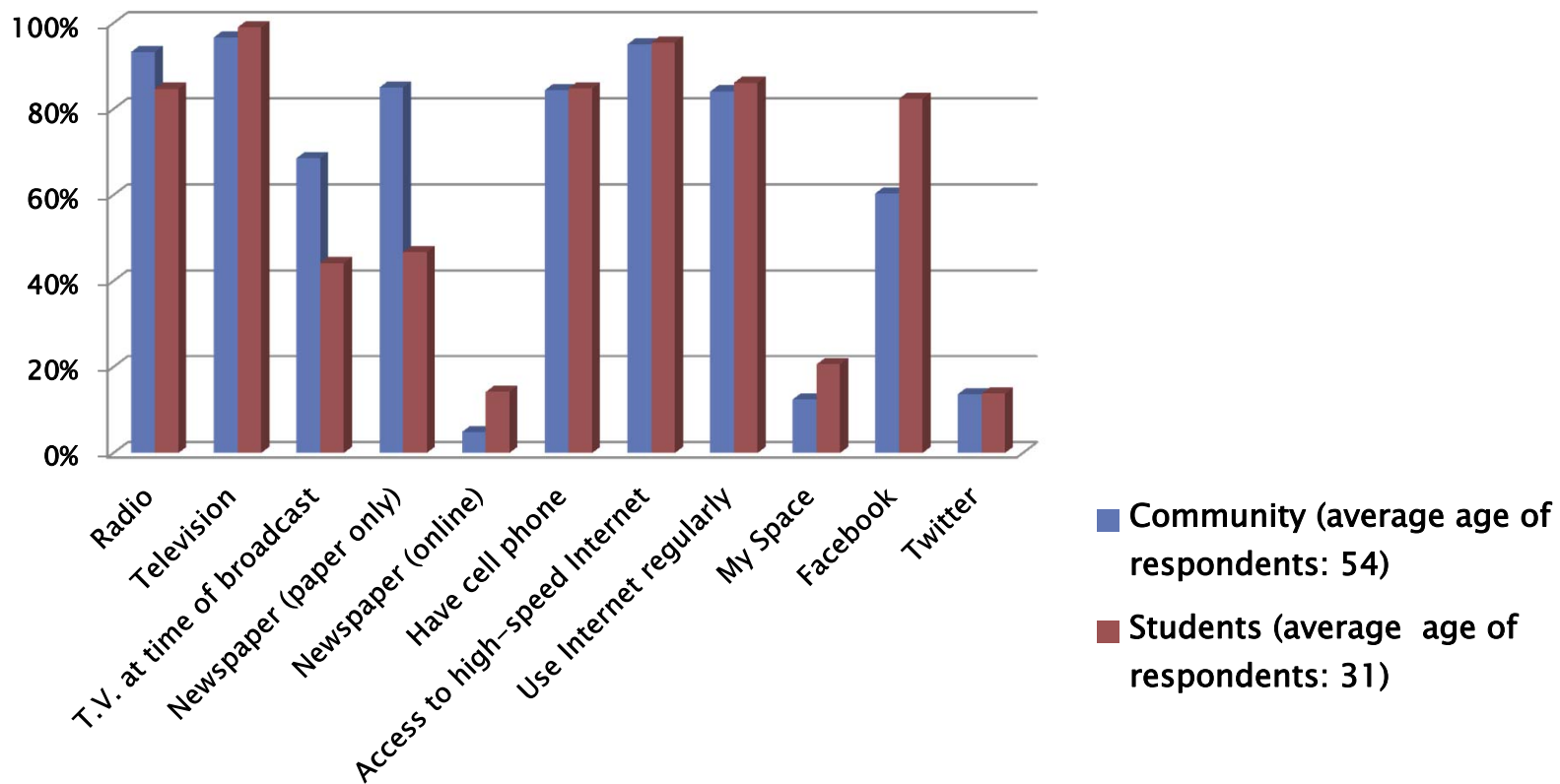
# Timing

- Shift to year-round brand awareness
- Emphasize breadth and depth of offerings
- No longer just “enroll now” three times a year

February – mid-April	Brand awareness (clusters)
Mid-April – mid-May	Enrollment
June	Brand awareness (clusters)
July – August	Enrollment
September – mid-October	Brand awareness (clusters)
Mid-October – mid-December	Enrollment
January	Brand awareness (clusters)

# Media strategy

## Media preference: Road map for advertising placement



Source: CLARUS Corporation Student Survey Results 10.4.11  
n=3833



# Media strategy

*Based on one-college approach*

## Mid-year media adjustment for target markets

*(Previously had been geared toward 18–45 age range)*

### Adults 25–45

- Adjust radio and TV stations / slots  
*(integrated with direct mail/e-mail as appropriate)*
- Increase targeted direct mail/e-mail  
*(for specific programs and events)*
- Integrate outdoor (billboards/buses) into common campaign
- Increase online/social media



# Media strategy

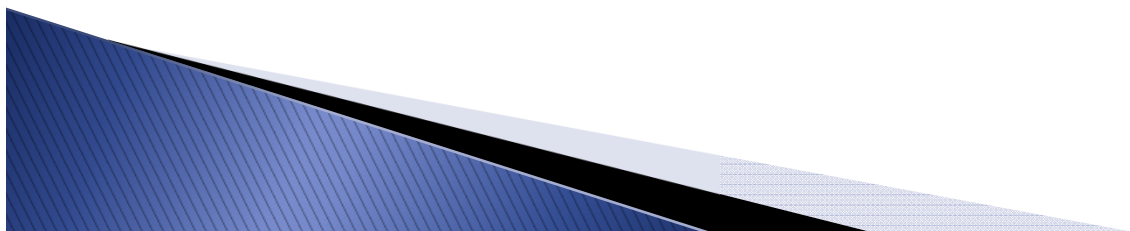
*Based on one-college approach*

## Mid-year media adjustment for target markets

*(Previously had been geared toward 18-45 age range)*

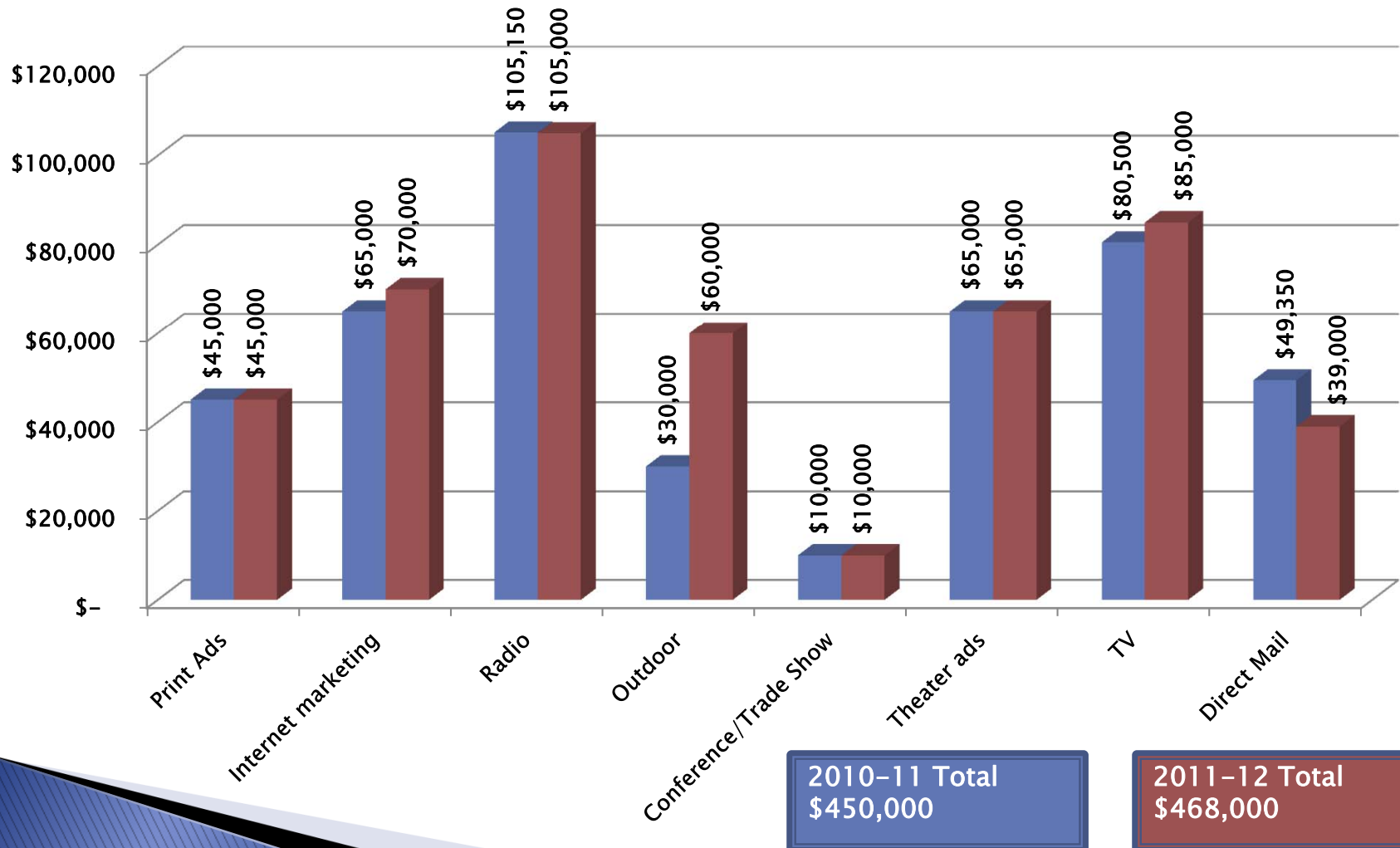
### 19 and younger / 20-24

- Emphasize targeted, personalized direct mail and online advertising *(to drive to SPC website)*
- Increase online/social media
- Re-evaluate movie theater ads
- Integrate outdoor (billboards /buses) into common campaign



# Budget

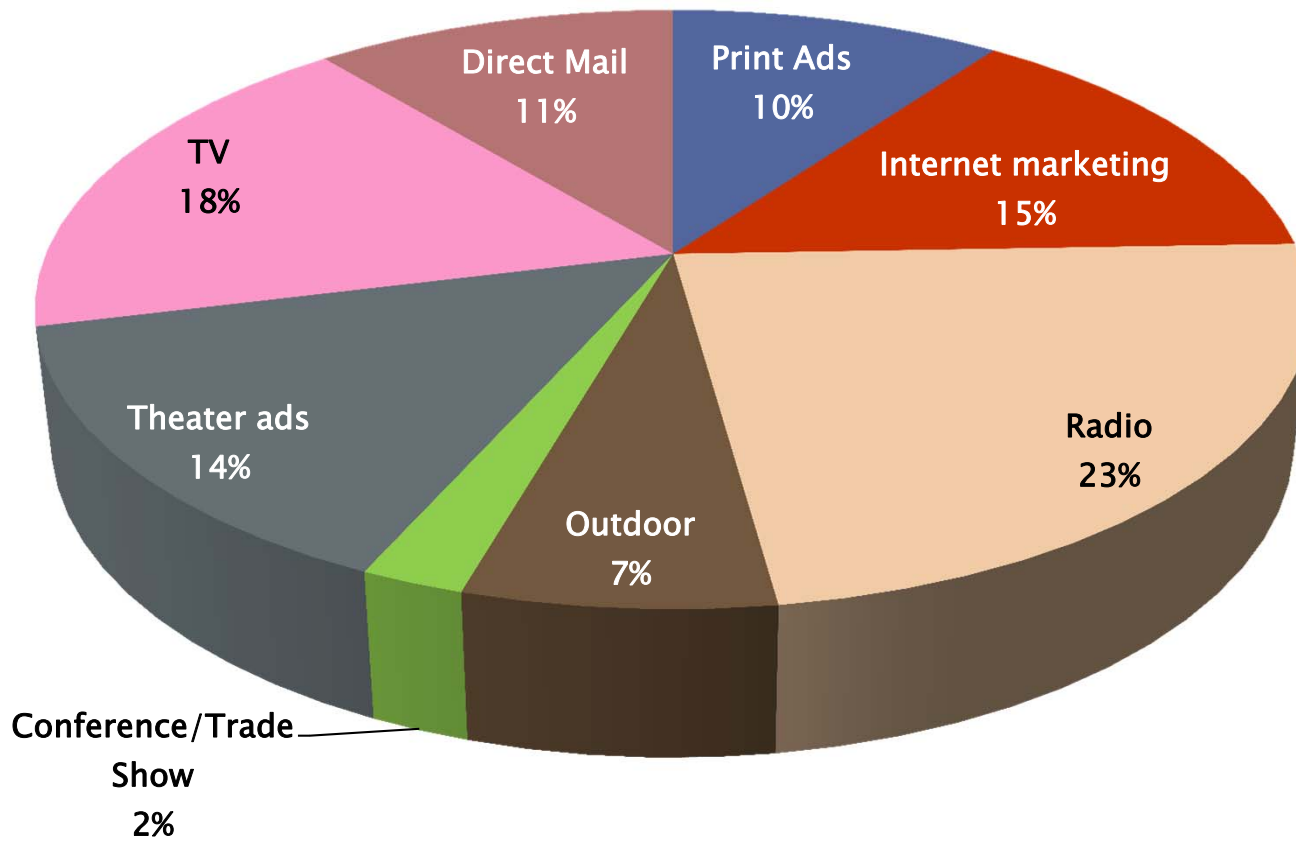
## Breakdown of media buys 2010-2012



Source: Office of Marketing & Public Information 1.9.12

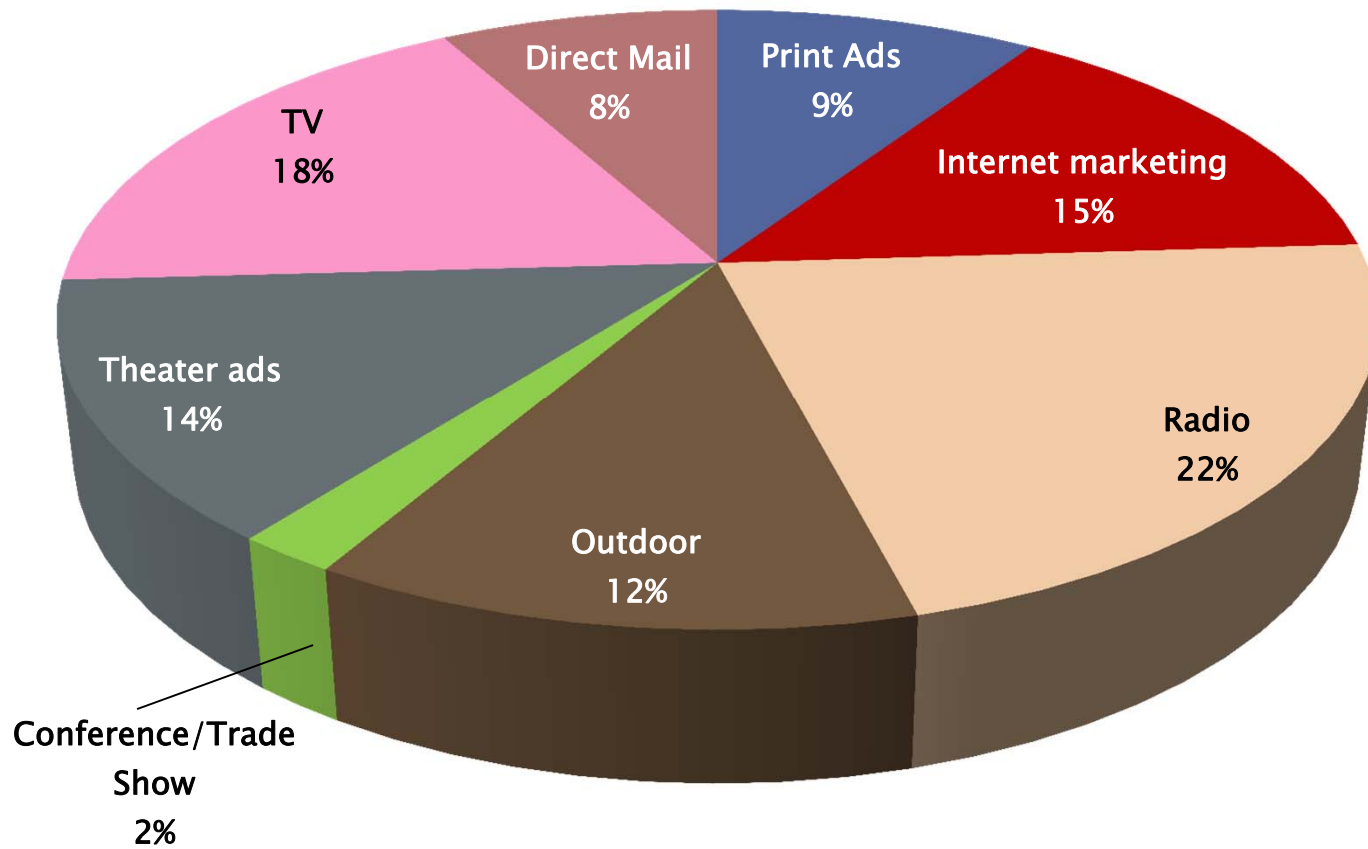
# Budget

## Media buys 2010–2011



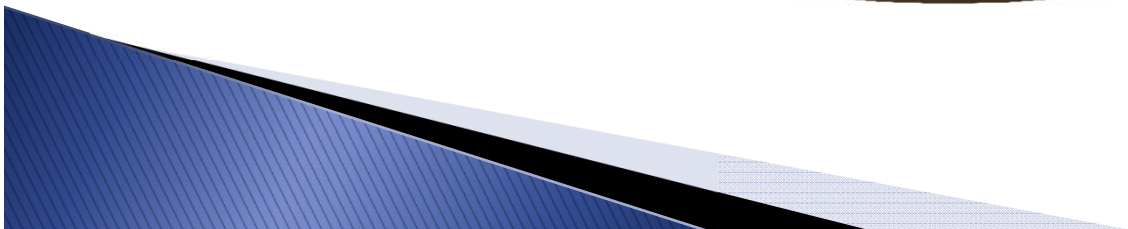
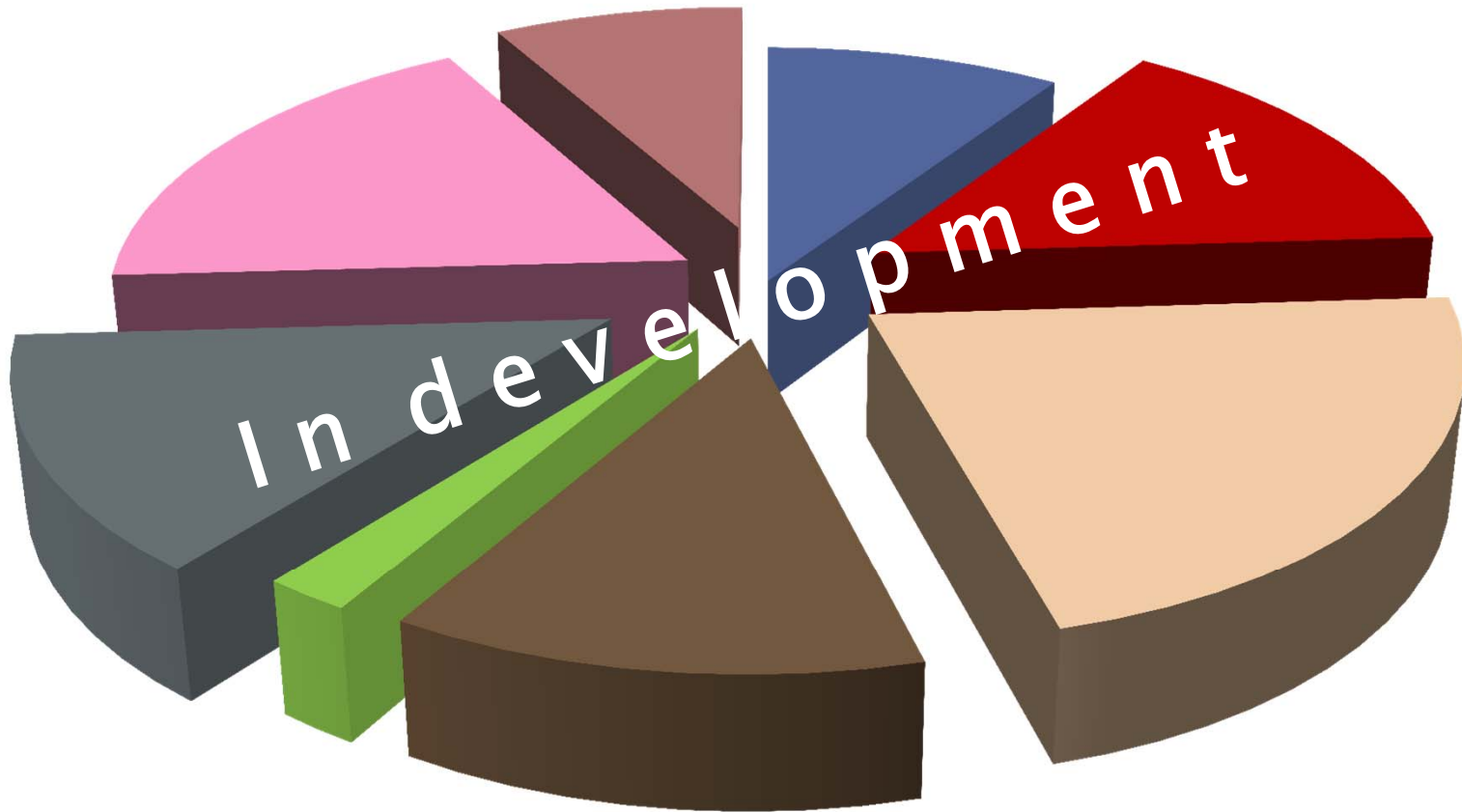
# Budget

## Media buys 2011-2012



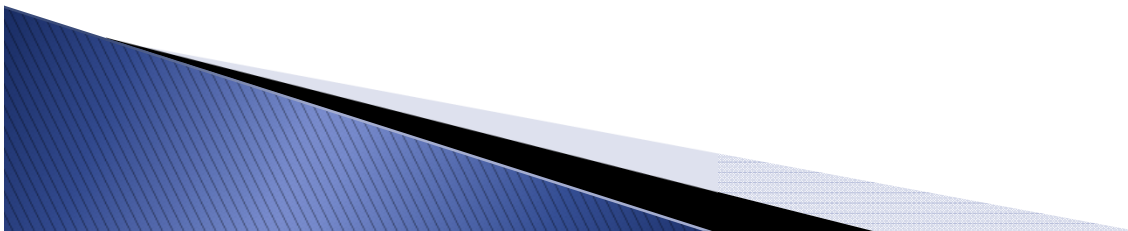
# Budget

Media buys 2012-13





**Questions?**



# Enrollment Marketing *Update*

Office of Marketing & Public Information

Presented to SPC Board of Trustees – Jan. 17, 2012



**St. Petersburg College  
Fund Analysis  
Unrestricted Current Fund  
As of December 31, 2011**

<b>Revenues</b>	<b>FY 2011-12 Budgeted</b>	<b>Projected Revenue for month of December</b>	<b>Actual December Revenue</b>	<b>Difference</b>	<b>Revenue Received Year to Date</b>	<b>YTD as % of Budget</b>	<b>YTD % Expected</b>	<b>Difference</b>	<b>Projected January</b>	<b>YTD Projected January</b>
Student Fees	\$72,321,790	\$7,348,195	\$6,823,827	(\$524,369)	\$55,005,047	76%	78%	-2%	\$2,562,803	\$57,567,850
State Government	\$62,461,446	\$4,384,156	\$4,497,797	\$113,641	\$27,150,763	43%	44%	-1%	\$5,039,879	\$32,190,642
Other Revenues	\$3,900,474	\$485,439	\$213,542	(\$271,897)	\$1,895,070	49%	55%	-6%	\$508,557	\$2,403,628
Non Revenue Sources	\$6,184,885	\$228	(\$168)	(\$396)	\$6,355	0%	0%	0%	\$29,707	\$36,062
<b>Total Revenues</b>	<b>\$144,868,595</b>	<b>\$12,218,019</b>	<b>\$11,534,998</b>	<b>(\$683,021)</b>	<b>\$84,057,236</b>	<b>58%</b>	<b>60%</b>	<b>-2%</b>	<b>\$8,140,946</b>	<b>\$92,198,181</b>

<b>Expenses</b>	<b>FY 2011-12 Budgeted</b>	<b>Projected Expense for month of December</b>	<b>Actual December Expense</b>	<b>Difference</b>	<b>Expense Year to Date</b>	<b>YTD as % of Budget</b>	<b>YTD % Expected</b>	<b>Difference</b>	<b>Projected January</b>	<b>YTD Projected January</b>
<b>Personnel</b>										
Administrative	\$21,807,449	\$2,377,250	\$2,233,410	(\$143,840)	\$10,977,263	50%	50%	0%	\$1,455,204	\$12,432,468
Instructional	\$40,285,224	\$4,391,530	\$4,993,414	\$601,884	\$21,223,746	53%	50%	2%	\$2,688,221	\$23,911,967
Non-Instructional	\$23,893,276	\$2,604,628	\$2,638,781	\$34,153	\$11,197,821	47%	50%	-3%	\$1,594,391	\$12,792,212
OPS	\$3,157,669	\$344,220	\$295,294	(\$48,927)	\$1,371,847	43%	50%	-7%	\$210,710	\$1,582,558
Personnel Benefits	\$21,537,702	\$2,347,845	\$2,084,662	(\$263,183)	\$10,719,512	50%	50%	0%	\$1,437,204	\$12,156,717
<b>Total Personnel Costs</b>	<b>\$110,681,320</b>	<b>\$12,065,474</b>	<b>\$12,245,561</b>	<b>\$180,087</b>	<b>\$55,490,190</b>	<b>50%</b>	<b>50%</b>	<b>0%</b>	<b>\$7,385,731</b>	<b>\$62,875,921</b>
<b>Current Expenses</b>										
Services	\$14,341,104	\$676,367	\$785,840	\$109,473	\$6,337,123	44%	38%	7%	\$909,966	\$7,247,089
Materials and Supplies	\$11,581,149	\$546,200	\$560,830	\$14,630	\$5,110,834	44%	38%	7%	\$734,842	\$5,845,676
Other Current Charges	\$6,017,238	\$283,790	\$550,908	\$267,118	\$1,283,792	21%	38%	-16%	\$381,803	\$1,665,595
<b>Total Current Expenses</b>	<b>\$31,939,491</b>	<b>\$1,506,356</b>	<b>\$1,897,577</b>	<b>\$391,221</b>	<b>\$12,731,749</b>	<b>40%</b>	<b>38%</b>	<b>2%</b>	<b>\$2,026,611</b>	<b>\$14,758,360</b>
<b>Capital Outlay</b>	<b>\$2,247,784</b>	<b>\$176,942</b>	<b>\$166,829</b>	<b>(\$10,113)</b>	<b>\$1,103,865</b>	<b>49%</b>	<b>25%</b>	<b>24%</b>	<b>\$164,771</b>	<b>\$1,268,636</b>
<b>Total Expenses</b>	<b>\$144,868,595</b>	<b>\$13,748,772</b>	<b>\$14,309,967</b>	<b>\$561,195</b>	<b>\$69,325,804</b>	<b>48%</b>	<b>47%</b>	<b>1%</b>	<b>\$9,577,113</b>	<b>\$78,902,917</b>




# Financial Report

- Total revenue below budget projection- primarily due to lower than projected enrollment
- Overall personnel expense within budget (instructional expense up due to anticipation of enrollment growth)
- Overall operating expense above budget (earlier than usual spending for instructional supplies, equipment and technology systems development)

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** FY11-12 July 1- December 31, 2011 Fund 1 Financial Report, Alternative Funding Strategies for Facility Construction Projects, Budget and Fund Balance Projections

Attached for information is the Fund 1 financial report for FY11-12 July 1- December 31 time period.

Additional information will be presented regarding potential alternative funding strategies for Midtown and Clearwater Library construction projects as well as an analysis of the college's FY12-13 budget and fund balance projections.

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

Attachments

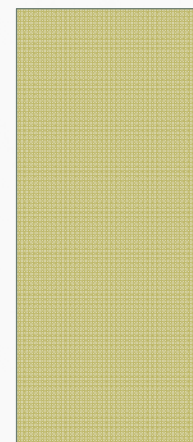
Jjc010312

**ST. PETERSBURG COLLEGE**  
**FY2012-2013 FUND 1x 3-YEAR PROJECTION**

Revenue	FY11-12 Budget	FY11-12 Projection	FY12-13 Projection	Total Avail
<b>Funds</b>				
Student Tuition & Out-of-State Fees	\$61,777,468	\$60,064,909	\$60,965,883	(\$811,585)
State Appropriation - CCPF	\$54,013,658	\$54,013,658	\$54,405,023	\$391,365
State Appropriation - Lottery	\$8,056,423	\$8,056,423	\$8,056,423	\$0
Operating Cost for New Facilities	\$391,365	\$391,365	\$335,000	(\$56,365)
Distance Learning Fee	\$3,147,188	\$3,284,443	\$3,284,443	\$137,255
Technology Fee	\$3,059,794	\$2,830,741	\$2,873,202	(\$186,592)
Lab Fee Revenues	\$2,620,549	\$2,003,826	\$2,003,826	(\$616,723)
Other Revenues	\$3,900,474	\$3,651,995	\$3,651,995	(\$248,479)
Other Student Fees	\$1,716,792	\$1,781,521	\$1,781,521	\$64,729
Fund Transfers In	\$2,465,057	\$2,469,899	\$1,965,057	(\$500,000)
<b>Total Funds</b>	<b>\$141,148,767</b>	<b>\$138,548,780</b>	<b>\$139,322,372</b>	<b>-\$1,826,395</b>
<b>Other Sources of Funds</b>				
Revenue Stabilization Reserve	\$2,150,500	\$0	\$2,150,500	
One-Time Non-Recurring Funds	\$1,569,328	\$1,377,112	\$1,977,112	
<b>Total Other Sources of Funds</b>	<b>\$3,719,828</b>	<b>\$1,377,112</b>	<b>\$4,127,612</b>	
<b>Total Revenues</b>	<b>\$144,868,595</b>	<b>\$139,925,892</b>	<b>\$141,472,872</b>	
<b>Operating Expenses</b>				
<b>Personnel &amp; Benefits</b>				
Instructional/Faculty-Full Time	\$25,231,607	\$24,255,108	\$27,325,199	
Administrative	\$21,807,449	\$20,636,849	\$21,807,449	
Career (Non-Instructional)	\$23,893,276	\$22,253,504	\$24,293,276	
<b>Total Budgeted Personnel Salaries</b>	<b>\$70,932,332</b>	<b>\$67,145,460</b>	<b>\$73,425,924</b>	
Adjunct	\$11,576,344	\$13,293,013	\$12,193,013	
Supplemental	\$3,133,920	\$3,531,638	\$3,133,920	
Other Instructional OPS	\$343,353	\$541,868	\$343,353	
Non-Instructional OPS and Overtime	\$2,657,669	\$2,460,351	\$2,657,669	
Employee Benefits - Retirement	\$3,544,330	\$4,127,156	\$4,226,965	
Employee Benefits - FICA/Medicare	\$5,416,253	\$5,863,710	\$5,936,903	
Employee Benefits - Health/Dental/Wellness	\$11,087,940	\$12,350,904	\$13,110,599	
Employee Benefits - Other	\$324,158	\$326,838	\$324,158	
Benefit Contingency	\$955,303	\$0	\$0	
Student Assistants	\$500,000	\$345,148	\$500,000	
Compensated Absences	\$209,718	\$209,718	\$209,718	
<b>Total Personnel &amp; Benefits</b>	<b>\$110,681,320</b>	<b>\$110,195,803</b>	<b>\$116,062,221</b>	<b>78.66%</b>
<b>Current Expense</b>				
Travel	\$578,631	\$756,257	\$578,631	
Freight/Postage/Communication	\$643,318	\$1,148,370	\$643,318	
Printing/Copying	\$142,307	\$25,856	\$142,307	
Repairs & Maintenance	\$1,200,032	\$1,454,371	\$1,200,032	
Rentals/Leases	\$430,012	\$660,050	\$430,012	
Insurance	\$2,025,368	\$1,573,003	\$2,025,368	
Utilities	\$6,255,055	\$5,912,036	\$6,207,637	
Services and Fees	\$4,430,637	\$4,802,711	\$4,430,637	
Supplies	\$5,828,847	\$6,189,490	\$5,328,847	
Scholarships/Fee Waivers	\$1,110,895	\$1,139,600	\$1,110,895	
Transfers Out	\$500,000	\$500,000	\$500,000	
Bad Debt/Unemployment Comp/Misc	\$1,170,257	\$1,500,000	\$1,170,257	
Tech Expense/Licensing	\$2,126,939	\$0	\$2,226,939	
<b>Current Expense</b>	<b>\$26,442,298</b>	<b>\$25,661,745</b>	<b>\$25,994,881</b>	
Strategic Contingency	\$860,104	\$0	\$0	
Contingency	\$1,797,351	\$0	\$400,000	
<b>Total Current Expense</b>	<b>\$29,099,754</b>	<b>\$25,661,745</b>	<b>\$26,394,881</b>	<b>17.89%</b>
<b>Capital Spending</b>				
Computer/Technology Refresh Leases	\$2,839,737	\$2,206,782	\$2,839,737	
One-Time Capital Purchases	\$2,247,784	\$2,497,784	\$2,247,784	
<b>Total Capital Spending</b>	<b>\$5,087,521</b>	<b>\$4,704,566</b>	<b>\$5,087,521</b>	<b>3.45%</b>
<b>Total Operating Costs</b>	<b>\$144,868,595</b>	<b>\$140,562,114</b>	<b>\$147,544,623</b>	
<b>Total Remaining Funds</b>	<b>\$0</b>	<b>(\$636,222)</b>	<b>(\$6,071,751)</b>	

# 2011-12 FUND BALANCE ANALYSIS

BOARD OF TRUSTEES MEETING  
JANUARY 17, 2012



## Fund Balance Analysis

<b>FY11-12 Ending Total Fund Balance Estimation (Reported to State)</b>		
FY10-11 Ending Total Fund Balance	\$44,559,527	
Assumption FY11-12 End of Year	-\$654,543	
Assumed FY11-12 Ending Total Fund Balance	\$43,904,984	
Pay Off Construction Loans in Fund 7	-\$4,665,285	
Pay off Loan for Purchase of JWB Building and Land	-\$2,200,000	
Transfer funding for Seminole Library (current commitment)	-\$2,700,000	
Net Remaining Fund Balance	\$34,339,699	
<b>Allocated Fund Balance</b>		
Reserved for Encumbrances (Estimated Open Purchase Orders at year end)	\$1,977,112	
Technology Fee Reserve	\$2,150,846	
Staff and Program Development Reserve	\$1,266,034	
Reserved for Matching Grants	\$1,000,000	
<b>Total Allocated Fund Balance</b>	<b>\$6,393,992</b>	
Remaining Unallocated Fund Balance Available for Needs	\$27,945,707	
5% Unallocated Fund Balance Calculation	\$9,214,325	
Remaining Unallocated Fund 1 Balance	\$18,731,382	
Auxiliary Fund	\$7,100,000	
Student Capital Improvement Fee (Non-Recurring Fund Balance)	\$6,100,000	
<b>Total Fund Balance Funds Available</b>	<b>\$31,931,382</b>	



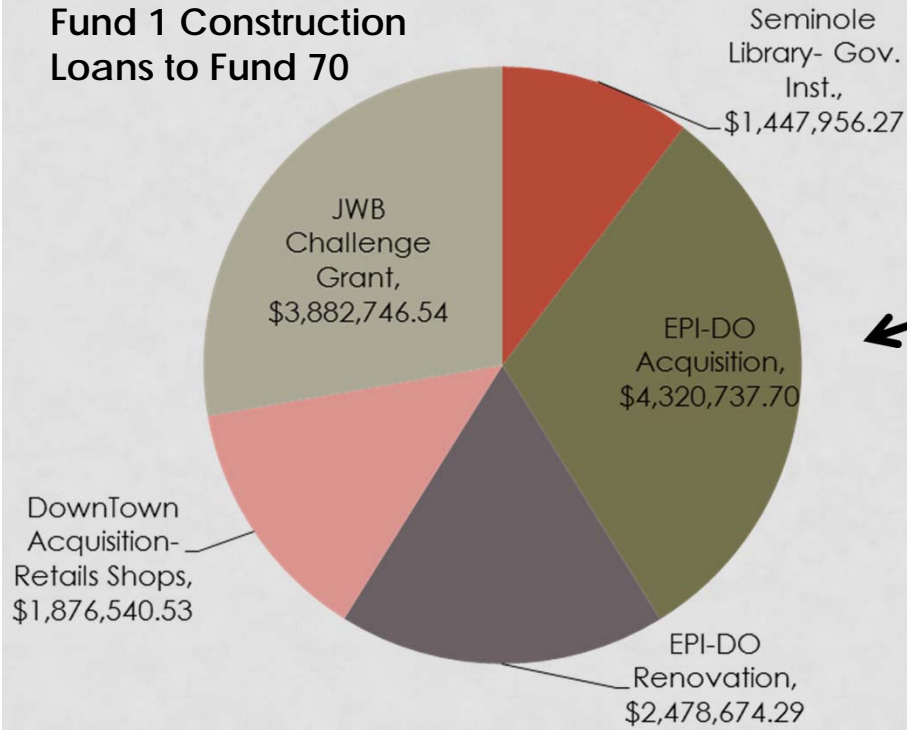
QUESTIONS?

## Auxiliary Fund Balance

Bookstores	\$	3,605,151
Construction Loan to Fund 70	\$	3,879,392
Manual Food Service	\$	88,155
Vending Commissions	\$	802,694
Miscellaneous/Royalties	\$	108,693
Library Pay for Print Services	\$	228,885
Pay for Print	\$	127,085
EBS Frequency Clearwire Royalties	\$	1,458,828
Police Applicant Screening	\$	77,843
Verizon Ground Tower Lease	\$	67,299
Seminole Rentals	\$	30,707
Ethics Text - Royalties	\$	701,686
Strategic Policy Institute	\$	769,216
<b>Total Auxiliary Fund</b>	<b>\$</b>	<b>11,009,180</b>
Construction Loan to Fund 70	\$	3,879,392
Balance (cash)	\$	7,129,788



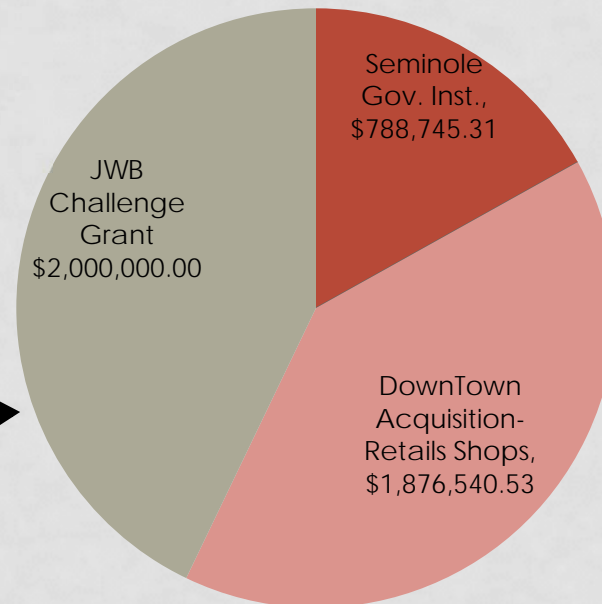
**Fund 1 Construction  
Loans to Fund 70**



6/30/2009: Loans to fund 70 totaled \$14,006,655



6/30/2011: Loans to fund 70 totaled \$4,665,285



# Foundation Update

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*SPC Board of Trustees  
Meeting*

**January 2012**



# Mission Statement

SPC Board of Trustees

January 2012

The St. Petersburg College Foundation, Inc. is a 501(c)(3) corporation chartered under Florida statutes, and is a direct support organization of St. Petersburg College. In support of the vision and mission of SPC, the Foundation promotes the practice of philanthropy through partnerships with the community and accepts and prudently manages all gifts including cash, securities, property, bequests and trusts.



# Overview

SPC Board of Trustees

January 2012

Current Assets \$46 million

- Permanently Restricted  
(*Endowed Programs*) \$26 million
- Temporarily Restricted \$20 million



# Assessment

SPC Board of Trustees

January 2012

- Enhance Visibility
- Demonstrate Value
- Speak to Wider Audience
- Increase Community Involvement and Investment



# Building the Infrastructure

SPC Board of Trustees

January 2012

- Raiser's Edge – Constituency Management Software
- Program Enhancements
  - Scholarship
  - Innovation Grants
- Staffing



# Visibility and Value

SPC Board of Trustees

January 2012

- Postcard/Report Card 2500 mailed
- Begin Website Enhancements
- Donor Communication
- Direct Mail Campaign
  - Internal/External
  - Board Giving Increased 20% ⇒ 80%
  - Campaign Giving \$31,500



# Innovation Grants

SPC Board of Trustees

January 2012

- Advance the objectives of SPC
- Provide funding to implement programs developed by faculty, staff and/or students
- To enhance the college experience and promote student achievement

Spring 2011	6 Grants	\$25,000
Fall 2011	12 Grants	\$40,000
<b>Total</b>	<b>18 Grants</b>	<b>\$65,000</b>





# Grant Recipients *Spring 2011*

SPC Board of Trustees

January 2012

Recipient	Program
<b>Lynn Grinnell</b>	Jumping into the Deep End: Using Immersive Simulations for Problem-based Learning, COB, EpiCenter
<b>Vickie Hall</b>	American Culture and Conversation Summer Program, Communications/ESL, Clearwater
<b>Chad Mairn</b>	Expanding Access to Electronic Publications: Supporting the Future of Reading and Scholarship in a Digital World, Librarian, St. Petersburg/Gibbs
<b>Abigail Mills</b>	Learning through Recording and Listening to Authentic American Speech, Communications, St. Petersburg/Gibbs
<b>Nancy Munce</b>	Creating Engaging Classroom Experiences with Mobile Digital Devices, IDT, St. Petersburg/Gibbs
<b>Wendy Rib</b>	Bridging the Disciplines through Environmental Ethics, Veterinary Technology, Health Education Center



# Grant Recipients *Fall 2011*

SPC Board of Trustees

January 2012

Recipient	Program
<b>Nancy Auxier</b>	Non-Traditional Student Outreach, Provost's Office, TS
<b>Sue Blanchard &amp; Bruce Brodney</b>	Peer-to-Peer Support for Pre-Professional Teachers, College of Education, Tarpon Springs and Gibbs
<b>Beth Carlson</b>	Visual Literacy: American Sign-Language Lecture Series, Sign Language Interpretation, Clearwater
<b>Jeff Cavanaugh</b>	Veterans' Academic Tutoring and Advising, Academic and Student Affairs, EpiCenter
<b>Meg Delgato</b>	The Write Way to Success, College of Nursing, HEC
<b>Patricia Hanrahan</b>	Contest to Promote College of Business, College of Business, EpiCenter



# Grant Recipients *Fall 2011*

SPC Board of Trustees

January 2012

Recipient	Program
<b>Karen Hesting</b>	Blending Face-to-Face Course – Summer Camp, Web and Instructional Technology Services, Clearwater
<b>Roxana Levin &amp; Jim Wallis</b>	Travel Through Multi-Media, Foreign Language, TS
<b>David Manson</b>	2012 SPC Jazz Festival & Workshop, Fine & Applied Arts, St. Petersburg/Gibbs
<b>Shannon McQuaig</b>	Cash or Credit: Spreading the Wealth of Virulence Genes (microbiology and molecular biology research and student recruitment project), Natural Science, Clearwater
<b>Ray Menard</b>	Characterization and Identification of an Unknown Microbe and the Antibiotic it Produces, Natural Science, St. Petersburg/Gibbs
<b>Karen Walker</b>	Integrating Technology and Tutoring, E-Campus, TS



# Scholarships

SPC Board of Trustees

January 2012

## Academic Year 2011-12

Academic Term	Awards	Amount	Average
Fall 2011	644	\$461,535	\$716
Spring 2012	584	\$450,255	\$770
<b>Total</b>	<b>1,228</b>	<b>\$911,790</b>	<b>\$743</b>



# Next Steps

SPC Board of Trustees

January 2012

- Resource Generation Committee
- Board Development
- Scholarship Luncheon
- Introduce Newsletter
- Planned Giving Event
- Alumni Luncheon
- Annual Report
- Regular Blue and White Features



# Foundation Update

SPC Board of Trustees

January 2012

*Thank you!*

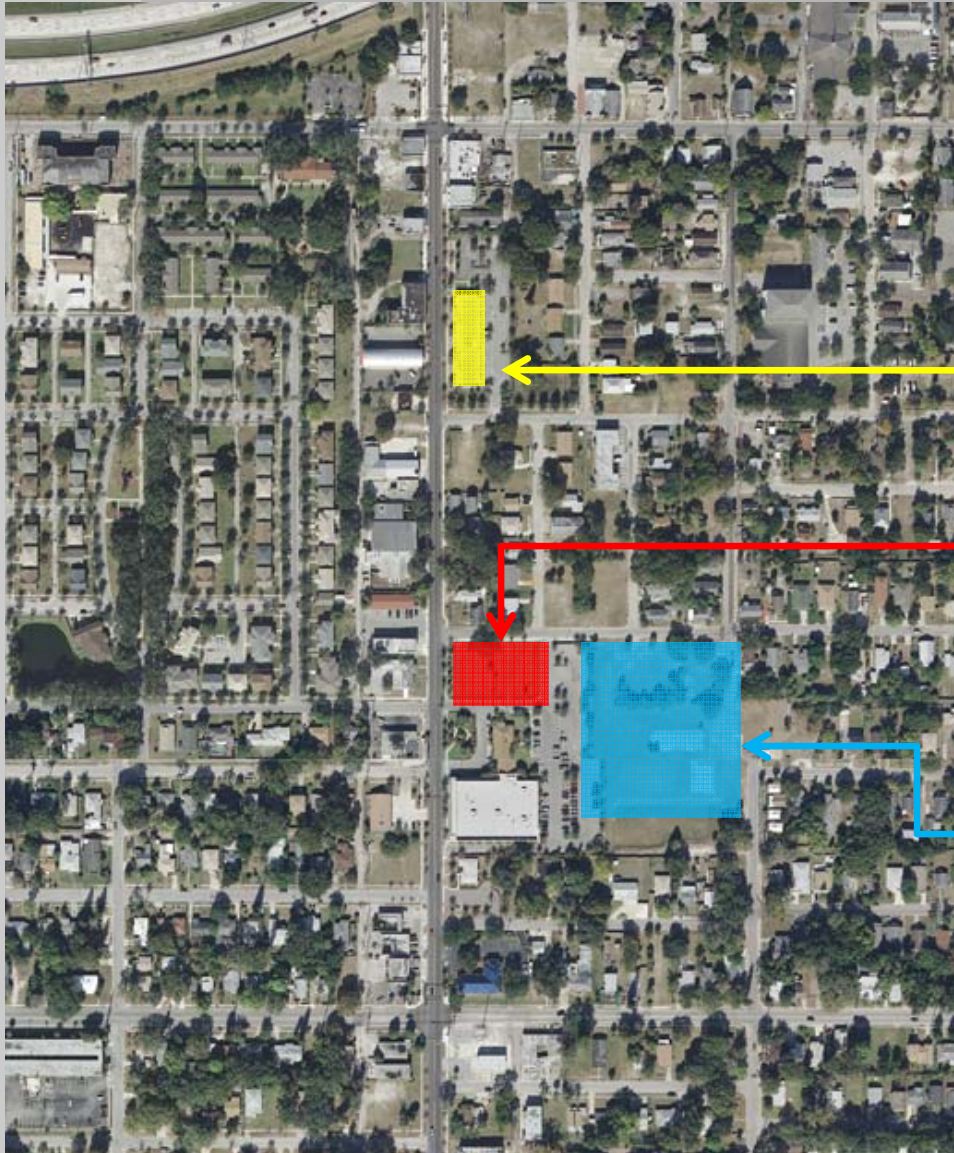
# Midtown Center Timeline and Building Option

# Midtown Center - Timeline

Schedule	Description
2010	Need for expansion of Midtown Facility Identified
2010	General Program Needs Identified
2010 – 2011	Evaluation and Assessment of available Properties
January 2011 – April 2011	Identified City property adjacent to Johnnie Ruth Clarke Center as possible site
June 2011 – July 2011	Advertise and Select Architectural Firm
July 2011 - August 2011	Met with Johnnie Ruth Clarke Center Staff and general Community Stakeholders about Midtown Facility Construction
September 2011	Letter to City requesting property (Long term lease/ purchase)
September 2011	Letter from Johnnie Ruth Clarke to City Supporting SPC acquisition of property
October 2011	Planning Committee Kickoff Meeting
November 2011	Design Charrette- College, Community and City Stakeholders
January 2012	Start Educational Specifications & Program
September 2011 – Feb 2012	Investigating Alternate Funding Sources
February 2012	City Approve Property Lease/Sale
March 2012	Community Collaborative Discussion – College, Community & City Stakeholders
October 2011 – July 2012	Development of Design Documents for Facilities & Site
Spring 2012	Advertise and Select Development/Construction Firm
July 2012 – August 2013	Construct Facility – Open Fall 2013 for Classes



# Midtown Center



**\$13.7 Million Total Project Budget for Design, Construction, Furniture, Fixtures & Equipment**

Existing Midtown Center  
10,000 sf, Leased Facility

Proposed Permanent Facility – 3 story, 45,000 sf, 728 Student Stations on approx. 3.7 acre site

Proposed Parking Area – 287 parking spaces



# Midtown Center Expansion Option



HARVARD • JOLLY  
ARCHITECTURE

# Midtown Center Floor Plan - Preliminary

Office	Circulation
Classroom	Student
Common	Building

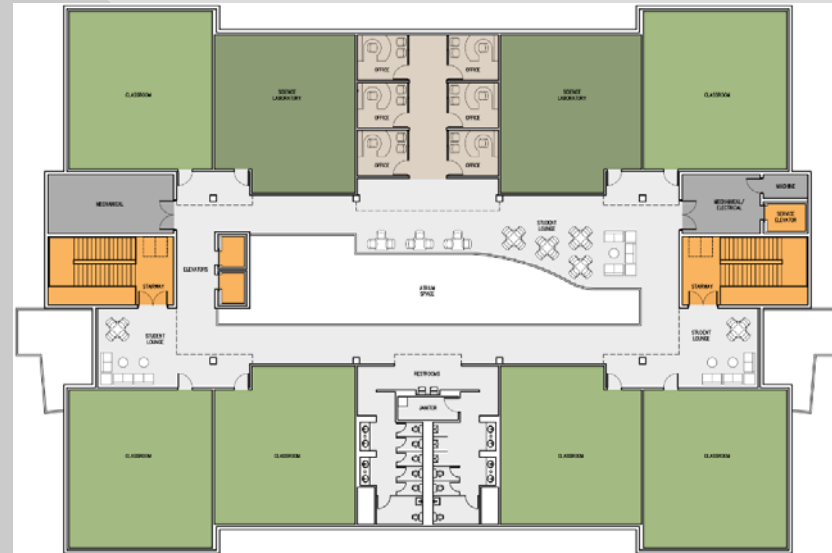


First Floor

Second Floor



Third Floor



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Questions?

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Request for Proposal (RFP) for College Bookstore Management Services

This informational report is a summary of the Request for Proposal (RFP) for College Bookstore Management Services.

The college's textbook consultant met with the Textbook Affordability Committee and developed a program statement incorporating the input received from the Committee. This statement was intended to serve as the foundation for the RFP evaluation criteria. The complete version of the RFP is attached for your review.

The request for proposal focuses on minimum vendor expectations relative to textbook/course materials adoption, pricing policies, used textbook program, financial aid book line of credit and technology and facility investment. It is emphasized that these are minimum expectations only and therefore proposals exceeding these expectations would be considered favorably.

The proposal also incorporates a requirement for regular communication with the textbook advisory committee as well as non-exclusive rights to provide electronic course materials and digital textbooks. This provision would reserve the college's right to provide digital/electronic course materials through alternative channels in the event future vendor pricing policies are not as competitive as other providers in the digital market.

**Program Statement**

St. Petersburg College desires a full-service Bookstore that is a visible representation of the academic quality and image of the College. Availability and affordability of course materials are critical to the overall Program.

Elements of a full-service Bookstore at St. Petersburg College include, but are not limited to, the following:

- Creating and implementing effective strategies to reduce the cost of textbooks/course materials to St. Petersburg College Students by offering a strong used textbook

program, comprehensive textbook rental program, digital textbook program, utilizing emerging technologies, and continuing to develop creative solutions.

- Supporting the academic mission of the College by providing efficient and effective textbook/course materials service to students and faculty.
- Providing required and optional textbooks/course materials in sufficient quantities in a timely manner.
- Providing easy access and multiple distribution channels for textbooks/course materials.
- Developing a proactive textbook/course materials strategy that will allow the Bookstore to compete effectively in the challenging college bookstore environment.
- Communicating and coordinating with faculty regarding the use of all types of course materials.
- Providing comprehensive textbook/course materials services to support all College programs, all campuses, and SPC's online courses.
- Providing comprehensive textbook/course materials services to support current and future distance learning programs and online courses.
- Providing Bookstore services at multiple locations.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and online purchases.
- Supporting the academic mission of the College by supporting faculty and alumni authors, speakers, lectures, and other campus academic and intellectual events.
- Creating a dynamic, exciting retail environment.
- Developing a comprehensive marketing and promotional strategy that will assist with advancing the St. Petersburg College brand.
- Assisting with promoting and branding the College by offering a broad selection of quality emblematic clothing and gifts.
- Offering a broad selection of technology products to meet campus needs including laptops, software, and accessories.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Developing a comprehensive online/web strategy and mail order program.
- Utilizing state-of-the-art technology for Bookstore operations (e.g., point-of-sale, inventory management, Web site, financial aid, registration integration, etc.).

### **Evaluation Method**

The College will appoint an evaluation team consisting of six (6) members of its staff (sub-group of the textbook affordability committee) to evaluate proposals, and to recommend award of a contract with the proposer, which meets the best interests of the College. The District Board of Trustees shall make the final award.

The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.

**Proposal Evaluation Criteria**

<b>CRITERIA</b>
Company History, Experience, and Background
Operations Plan
Customer Service
Staffing / Personnel
Textbooks / Course Materials
Pricing Policies / Costs To SPC Students
Used Textbook Program
General Book Program
General Merchandise And Marketing
Tender Types / Financial Aid Processing
Financial Proposal
Facility Investment
Technology

The following are minimum bookstore management standards of operation outlined in the request for proposal:

The contractor shall operate the Bookstore in a manner that reflects the image and reputation of St. Petersburg College and supports the mission and goals of the College. The contractor shall become involved in the academic, cultural, and social environment at SPC, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of SPC.

Saint Petersburg College has established a Bookstore Advisory Committee/Textbook Task Force. The contractor's Bookstore Manager shall meet regularly with the Committee and with College officials to review Bookstore operations. Further, the contractor's Bookstore management shall work cooperatively with the Committee, and with College officials in the development and improvement of the Bookstore's program, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Committee and from College officials to improve the Bookstore's program, services, and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with deans, department heads, and other faculty members.

**Textbooks / Course Materials**

- a. The contractor shall be SPC's agent for the collection and compilation of the textbook/course materials list and for providing textbooks and course materials to SPC Students. The contractor shall provide course materials, including all required,



recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.

- b. The contractor, working with the faculty, shall make every effort to obtain early textbook/course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the SPC Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- c. The contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the College. The contractor shall attempt to provide one hundred percent textbook availability by the first day of each class or earlier date as indicated on the adoption agreement for such textbooks.
- d. The contractor shall provide comprehensive textbook/course materials services and will work closely with SPC to support the SPC eCampus Program. In addition, the contractor shall provide textbook/course materials services to any of the College's future distance learning programs.
- e. The contractor shall provide a full-service textbook rental program.
- f. As stated in Section 6.1a, the contractor shall have the exclusive right to provide textbooks/course materials at SPC, with the exception of digital/electronic course materials.

The contractor shall have the non-exclusive right to provide a digital/electronic delivery program that addresses the changing types of course materials, including providing digital/electronic course materials, digital textbooks, etc. At the commencement of the contract, the contractor will provide digital/electronic course materials. If, at any time during the contract it is determined by SPC at its sole discretion that the contractor cannot be either price competitive or product/platform competitive re: digital/electronic course materials, SPC will exercise its right to provide digital/electronic course materials through alternate distribution channels. SPC will provide the contractor with sixty (60) days written notice if it chooses to exercise its right to provide digital/electronic course materials through alternate distribution channels.

The contractor shall work with the College to ensure compliance to the Florida Text Book Affordability Law (6A-14.092, Section 1004.085, F.S.) and the Federal Higher Education Opportunity Act (HEOA).



## **Pricing Policies / Costs To SPC Students**

- a. The College is extremely committed to making textbooks/course materials affordable to SPC Students. This is a major priority for SPC and is critical to the overall evaluation of Proposals. Throughout the term of the contract, the contractor shall work cooperatively with faculty and departments to develop customized cost-effective solutions for SPC Students. The contractor will be expected to continually enhance the value proposition for SPC Students and compete effectively for the textbook/course materials business.
- b. The contractor shall adhere, at a minimum, to the following textbook/course materials pricing policy:
  - "List-Priced" new textbooks. "List-Priced" new textbooks will be sold at no higher than the list price.
  - "Pre-Priced" new textbooks will be sold at no higher than the pre-price.
  - "Net-Priced" new textbooks will be sold at no higher than a twenty-five percent (25%) gross profit margin.
  - "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
  - Digital course materials will be sold at no higher than sixty percent (60%) of the current new textbook retail price.
  - Used textbooks will be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
  - Coursepacks and custom published materials (i.e., materials requiring copyright permissions) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
  - Rental textbooks shall be rented at no higher than fifty percent (50%) of the current new textbook price.
  - There will be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The above formulas will be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)

Programs or policies, above and beyond those outlined in this RFP, that further reduce textbook/course materials costs for SPC Students will be viewed favorably by SPC.

## **Used Textbook Program**

- a. Used Textbook Availability. SPC is extremely committed to providing a strong used textbook program in order to reduce the cost of textbooks to SPC Students. The contractor will make a significant effort to maximize the availability of used textbooks for purchase by SPC Students.

- b. Buyback. The Bookstore will buy back books from students at not less than 50% of the original purchase price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore will pay the student not less than 50% of the original new purchase price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore will pay the student not less than 50% of the original used purchase price during buyback.) Textbooks that have not been adopted for an ensuing semester will be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.

The Bookstore's buyback program shall be fully integrated and shall include the ability for SPC Students to sell their used textbooks at any of the SPC Bookstore locations. SPC Students will be paid 50% of the original purchase price for textbooks that have been adopted for an ensuing semester/term for any of the SPC courses, locations, or SPC programs.

- c. Desk Copies. SPC prohibits the purchase and sale of complimentary/desk copies by the Bookstore marked "Instructor Copy."

### **Financial Aid Program / Book Line of Credit**

The contractor will be required to provide automated financial aid services, including the ability for financial aid students to purchase their textbooks/course materials online.

If financial aid exceeds tuition and fee charges, students may charge up to \$800 in books and supplies at the SPC Bookstore using the Book Line of Credit. Details of the Book Line of Credit are as follows:

- a. The Book Line of Credit amount per student is based on projected financial aid that will be refunded at the end of the fourth week of classes.
- b. Students can use their Book Line of Credit to purchase textbooks/course materials in the Bookstore, pre-order and pick up in the Bookstore, or order online and have the books shipped to their home. Shipping charges shall not exceed a \$5.95 flat-rate shipping charge per order.
- c. The Book Line of Credit is available four weeks prior to the beginning of each term and runs through the third week of each term.
- d. The contractor will be required to utilize secure encryption to receive and send financial aid files to the College and other related financial aid services as defined by the College.
- e. The contractor's financial aid systems must have the ability to interface with SPC's systems.

- f. The contractor must track the initial amount of award, transactions, and current balance in real-time.
- g. The contractor will absorb all expenses (e.g., hardware, software, programming, etc.) associated with receiving and sending financial aid files, POS transactions, AP, AR, etc.
- h. The contractor shall accept financial aid transactions 4 weeks prior to the start of each term through the end of the third week of each term.
- i. The contractor shall invoice SPC for financial aid transactions 4 weeks after the start of each term.
- j. SPC shall pay the contractor for financial aid transactions within 10 days of invoice receipt.
- k. Excess financial aid, if any, following Book Line of Credit transactions is placed on students' SPC OneCard accounts.

### **Technology Investment**

The contractor shall provide state-of-the-art technology (e.g., Bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, Web site, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. (Note: The College will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)

- a. The contractor shall provide and maintain a Web site for the SPC Bookstore. The Web site shall be fully integrated so that all functions are available at all SPC locations. The Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books and general merchandise. The Web site shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the SPC Bookstore Web site, including products sold (whether by the contractor or by a third party vendor), links to and/or from the SPC Bookstore Web site, and advertising accepted, shall require the College's prior written approval. Third-party vendors on the Web site must be pre-approved by College Administration.

The Web site shall include a consolidated feature that allows students to order textbooks with ease for courses taken at multiple SPC campuses or at a single SPC campus depending upon their textbook/course material needs.

- b. PCI Compliance. To ensure all possible steps are taken to secure College student, faculty, and staff personal data, all in-store technology and e-commerce processing must be PCI compliant. The contractor shall provide annual PCI certification documentation.
- c. Customer Data. Customer data must not be shared or sold by the contractor without the express written approval of the customer.

The contractor shall notify the College promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within one day of discovery, report to the College any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the College shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the College. The above provisions will be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

### **Facility Investment**

- a. Facility Investment. The contractor will be required to provide state-of-the-art retail bookstore facilities throughout the term of the contract. Contractors are required to submit proposed facility investments for the current Bookstore facilities, including the new Bookstore facility to be located in SPC Downtown in St. Petersburg, as part of their response to this RFP (see Section 6.12).
- b. Facility Investment Standards. The facility investments for the Bookstore must meet SPC standards; must be approved in advance by the College; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor. Any third party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by the College.
- c. Ownership of Capital Investment And Fixtures. All capital investments and fixtures in Bookstore facilities shall become the property of SPC at the termination of the contract. If the contract, or extensions thereto, end for reasons other than poor performance (see Section 8.2) prior to the capital investment being fully depreciated, then SPC will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facilities, and all capital investments and fixtures shall become the property of SPC. If the contract is terminated for poor performance (see Section 8.2) then SPC shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of SPC.  
  
(Note: All existing fixtures are the property of SPC and are available to the contractor at the commencement of the contract.)
- d. Accounting Of Facility Investment. The contractor will provide the College with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.

- e. Investment Difference. If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor's proposal, then the contractor will provide the College with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility improvements. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's proposal, then the contractor will be solely responsible for all costs necessary to complete the renovation.
- f. Depreciation. The capital investment by the contractor in the Bookstore facility will be depreciated on a straight-line basis over five (5) years.
- g. Design Fees. All Bookstore design fees and fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- h. Timing of Facility Investment. The timing of the facility investment for the Bookstore facilities will be determined by the College.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology,  
Theresa Furnas, Associate Vice President, Finance and Business Services compiled this report.

Attachments

**ST. PETERSBURG COLLEGE  
REQUEST FOR PROPOSAL  
#SPC 04-11-12  
TO PROVIDE  
COLLEGE BOOKSTORE MANAGEMENT SERVICES  
FOR THE  
ST. PETERSBURG COLLEGE BOOKSTORE**

**RFP ISSUE DATE: December 5, 2011  
PROPOSAL DUE DATE: January 20, 2012  
ISSUED BY:**

**Mr. Paul A. Spinelli  
Director of Procurement and Asset Management  
Business Services  
St. Petersburg College**

**Proposals received by 2:00 p.m. (Eastern Standard Time) Friday, January 20, 2012 will be considered. One (1) original, one (1) copy, and an electronic version (via flash drive or CD) of each Proposal shall be delivered to:**

**Mr. Paul A. Spinelli  
Director of Procurement and Asset Management  
Purchasing Department  
St. Petersburg College  
EpiCenter Services Building  
14025 58<sup>th</sup> Street North  
St. Petersburg, FL 33760**

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ATTACHMENTS: .....	53
<ul style="list-style-type: none"> <li>• Financial Bid Form (Attachment A)</li> <li>• Bond Statement (Attachment B)</li> <li>• Contractor’s Qualification Statement (Attachment C)</li> <li>• Drug Free Workplace Certification (Attachment D)</li> <li>• Facility Floor Plans (Attachment E)</li> </ul>	

**NOTE: To simplify the St. Petersburg College Administration’s review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Section 7, “Proposal Submittal Requirements.” In addition, the Financial Bid Form (Attachment A) must be completed and signed by an authorized company representative.**

## SECTION 1: INSTRUCTIONS, TIMELINE, & GENERAL CONDITIONS

### 1.1 General Information

- a. St. Petersburg College (“SPC” or “College”) invites your firm to submit a Proposal for Management of the St. Petersburg College Bookstore (“SPC Bookstore”).
- b. Any Proposal may be withdrawn until the date and time set for the submission of the Proposals. Any Proposal not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the College the services set forth in the RFP and response thereto, or until one or more of the other Proposals have been awarded.
- c. By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this Request For Proposal (RFP). The original conditions and specifications cannot be changed or altered in any way. To the extent there is conflict between the General Conditions and the Scope of Work, the Scope of Work shall control and have precedence, except for Addenda which will take precedence over any conflict.
- d. Responses to this RFP will be used by the College to select a contractor. The acceptance of any Proposal shall be subject to the College and the selected contractor entering into a signed, written agreement, mutually acceptable to both parties.
- e. Acceptances, Rejection, And Termination: The College reserves the right to reject all Proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the Proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College’s opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer’s in order to make a determination as to the foregoing.

If a contract is awarded as a result of this RFP and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate & award a new contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College.



- f. Preparation Of Proposals. All information shall be in ink, or typewritten, or produced by computer. Mistakes may be crossed out and corrections inserted before submission of your Proposal. Corrections shall be initialed in ink by the person signing the Proposal. SPC will not be responsible for mathematical errors. The College is not responsible for errors or omissions made by the vendor in determining the proposal price(s).
- g. Corrections/Modifications. Corrections and/or modifications received after the due date and time specified will not be accepted.
- h. Proposal Signatures. All Proposals must be signed by an authorized officer or employee of the contractor or the Proposal will not be considered.

1.2 **Timeline**

The timeline of key dates is as follows:

RFP Issue Date	Monday, December 5, 2011
Contact Mr. Paul Spinelli at <a href="mailto:spinelli.paul@spcollege.edu">spinelli.paul@spcollege.edu</a> to Confirm Receipt of RFP and Attendance at the Non-Mandatory Bidders Conference	No Later than Wednesday, December 7, 2011
Non-Mandatory Bidders Conference at SPC District Office	Friday, December 9, 2011
Bidders' Written Questions Due	Wednesday, December 14, 2011
SPC Issues Responses to Written Questions	Monday, December 19, 2011
Proposals Due (Public Opening of Proposals)	Friday, January 20, 2012
Proposals Review by SPC	January / February 2012
RFP Contractor Interviews	February 2012 (Dates TBD)
Contract Negotiations	March 2012
Contract Awarded / Signed	April 2012
Contract Commencement	July 1, 2012

1.3 **Non-Mandatory Bidders Conference**

- a. A Non-Mandatory Bidders Conference is scheduled for **Friday, December 9, 2011 at 9:30 a.m. at the District Office in Conference Room # DO 208, 6021 142<sup>nd</sup> Ave. North, Clearwater, FL 33760**. The Non-Mandatory Bidders Conference will include a tour of the Bookstores.
- b. **Bidders should confirm receipt of the RFP and attendance (including the names of attendees) at the Non-Mandatory Bidders Conference by contacting Mr. Paul Spinelli, Director of Procurement and Asset Management, no later than Wednesday, December 7, 2011.**

Contact information is as follows:

Mr. Paul A. Spinelli  
Director of Procurement and Asset Management  
Purchasing Department  
St. Petersburg College  
EpiCenter Services Building  
14025 58th Street North  
Clearwater, Florida 33760  
e-mail: [spinelli.paul@spcollege.edu](mailto:spinelli.paul@spcollege.edu)  
telephone: 727-341-3070  
fax: 727-341-3368

#### 1.4 **Questions And Requests For Additional Information**

- a. Questions regarding clarification to the contents of the RFP will be accepted, in writing, from the time of RFP receipt by prospective contractors until **5:00 p.m. (Eastern standard time) Wednesday, December 14, 2011.**
- b. All inquiries **MUST** be made in writing (**e-mail will be accepted**) to Mr. Paul Spinelli, Director of Procurement and Asset Management, St. Petersburg College, at [spinelli.paul@spcollege.edu](mailto:spinelli.paul@spcollege.edu).
- c. One hundred percent (100%) of the communication from contractors during this entire RFP process must be solely with SPC's Director of Procurement and Asset Management.

#### 1.5 **Proposal Receipt**

- a. Sealed Proposals. Sealed Proposals must be in the Purchasing Department by 2:00 p.m. Eastern Standard Time Friday, January 20, 2012. All Proposals must be in writing and must be executed by an authorized officer of the prospective contractor. One (1) Original, one (1) copy, and an electronic version (via flash drive or CD) of your Proposal should be delivered to:

Mr. Paul A. Spinelli  
Director of Procurement and Asset Management  
Purchasing Department  
St. Petersburg College  
EpiCenter Services Building  
14025 58th Street North  
Clearwater, Florida 33760

- b. The date and time will be carefully observed. Proposal's received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail.

Receipt of the Proposal in the Purchasing Department after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/container shall not be accepted unless:

- The delay was due to an error on the part of St. Petersburg College in receiving delivery of the bid from the bidder and the internal failure to redeliver the bid to the Purchasing Department by the time bids are due.
- The delay was due to an act of God rendering it impossible to submit a bid on the date bids are due prior to the stated time bids are due.

The proposer may submit the Proposal in person or by mail/courier service. The College cautions proposer's to assure actual delivery of mailed or hand delivered Proposals prior to the deadline set for receiving Proposals. Receipt of Proposal can be made by calling the College Purchasing office.

- c. Delays. The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify proposers of all changes in scheduled due dates by written addendum.
- d. Response Envelopes. The envelope containing your Proposal response shall contain the following information prominently on the front:

Sealed Proposal for College Bookstore Management  
at St. Petersburg College.  
RFP#SPC 04-11-12  
Due: 2:00 PM, EST, January 20, 2012

In addition, the Proposal must include your company name and return address.

- e. SPC reserves the right to select one or none of the Proposals submitted. Further, the College reserves the right to accept or reject all or parts of any Proposal received and to waive any informality or technicality in any Proposal received. Price alone will not be the sole determining factor in the selection process.
- f. All Proposals should be valid for a period of at least one hundred and twenty (120) days from the Proposal due date. Any exceptions to this request must be addressed by the bidder in their Proposal.
- g. SPC reserves the right to contact any prospective contractor for clarification of information submitted and to request additional information of one or more proposers if needed, to contact current and past customers of a prospective contractor referenced in a submitted Proposal, and to use other

sources to obtain information regarding the prospective contractor, which SPC may deem appropriate and would assist in the evaluation.

- h. In addition, SPC reserves the right to negotiate any point in the Proposal or the subsequent contract with the selected contractor.
- i. Proposals will be publicly opened, read and recorded on the date, time and location specified herein unless changed by Addendum. All Proposals received after the specified date/time will not be considered and will be returned to the proposer. A late modification of the Proposal from the otherwise successful proposer offering more favorable terms to the college will be accepted.

#### 1.6 **Presentations / Interviews**

- a. After review of the Proposals, qualified prospective contractors may be invited to make oral presentations/interviews of up to ninety (90) minutes in length during month of February 2012.

#### 1.7 **Performance Bond**

- a. A good and sufficient performance and payment bond, in the penal sum of not less than \$500,000 of the contract amount, with a surety company satisfactory to the College and licensed to conduct business in the State of Florida, will be required of the “awarded” contractor guaranteeing that the contract, including the various renewal optional terms thereunder, will be faithfully performed. The bonds, along with the appropriate power of attorney, shall be delivered to the Senior Vice President of Administration/ Business Services and Information Technology no later than ten (10) days after receipt of notice of award.
- b. The contractor is required to have completed and submit with their Proposal the Bond Statement included in Attachment B of this RFP.
- c. No surety bond issued by a insurer holding a certificate of authority authorizing it to write surety bonds in the State of Florida shall be refused by any person or by the State or any political subdivision thereof requiring a surety bond on any project and for which public funds are utilized, if said insurer has twice the minimum surplus and capital required by the Florida Insurance Code at the time the request for proposal is insured, if the insurer is otherwise in compliance with the provisions of the Florida Insurance Code, and if the insurer holds a currently valid certificate of authority issued by the United States Department of Treasury and Section 9304 to 9308 of Title 31 of the United States code.

## 1.8 **Changes Or Modifications**

- a. The right is reserved, as the interest of the College may require, to revise or amend the specifications prior to the date set for opening of the RFP, such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments are of a nature which require material changes in quantities or prices, the date set for the opening of the RFP may be postponed by such number of days as in the opinion of the Procurement Director will enable proposers to revise their RFP. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their bid.
- b. Additionally, any ambiguities or inconsistencies shall be brought to the attention of the College in writing prior to the due date; failure to do so, on the part of the proposer, will constitute an acceptance by the proposer of any subsequent decision. Any such inquiries regarding this RFP outside a pre-proposal conference must be submitted in writing (via email, fax or hand delivery) to the College's procurement director. The College will provide written answers (via email) to the questions in the form of a written addendum to all proposers who have received the RFP. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFP.

## 1.9 **Collusion / Disclosure**

- a. The proposer, by affixing his/her signature to a Proposal submitted in response to this RFP, agrees to the following: "(name of vendor) certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action." Additionally, the proposer, by affixing his/her signature to this RFP, agrees to the following: "No member of my firm's ownership, management or staff has a vested interest in any aspect or department of the College. If you cannot agree with these statements do not submit a Proposal.
- b. Any or all Proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

## 1.10 **Nonconformance To Contract Conditions**

- a. Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/

or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

1.11 **Clarifications**

- a. The right is reserved to request clarification of information submitted and to request additional information of one or more Proposers if needed.

1.12 **Advertising**

- a. In submitting a Proposal, proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.

1.13 **Default**

- a. In the event of a contract award, the failure of the vendor awarded the contract to perform shall be cause to be found in default, in which event any and all re-procurement costs may be charged against your firm and may also result in your firm being removed from the list of vendors with which SPC does business.

1.14 **Public Entity Crimes**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.15 **Public Records**

- a. In accordance with Section 119.071(1) (b), Florida Statutes, sealed bids or Proposals received by the College pursuant to invitations to bid or requests for Proposals are exempt from public inspection until the College provides notice of a decision or intended decision pursuant to Section 120.57(3), F. S., or within thirty (30) days after bid or Proposal opening, whichever comes first.

#### 1.16 **Disputes & Protests**

- a. Specifications- With respect to a protest of the specifications, contained in an invitation to bid or in a Request For Proposal, the notice of protest shall be filed in writing within 72 hours after receipt of specifications. Failure to file a protest within the time prescribed in § 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- b. Intended Decision- A notice of the staff recommendation for an intended decision for a bid award will be electronically posted on the Purchasing Department web site @ <http://www.spcollege.edu/purchasing>. Failure to file a protest within the time prescribed in § 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Please provide your Email address so that you can be notified when the posting takes place.

#### 1.17 **Proposal Costs**

- a. Costs of preparation of any and all responses or a presentation pursuant to this RFP are solely those of the proposer, and the College assumes no responsibility for any such costs incurred by the proposer.

#### 1.18 **Conflict Of Interest**

- a. Any award hereunder is subject to Chapter 112, Florida Statutes, regarding conflict of interest. All vendors submitting a Proposal must disclose the name of any officer, director, trustee, or agent who is also an employee of the State of Florida or any of its agencies or political subdivisions (the College is a political subdivision of the State). All vendors submitting a Proposal must disclose the name of any College employee who owns, directly or indirectly, an interest in 5% or more in the vendor's firm or any of its branches or dealerships. In accordance with Section 112.313(3), Florida Statutes, no College officer or employee acting in a private capacity may rent, lease, or sell any realty, goods or services to the College, unless the transaction is otherwise exempted under Section 112.313(12), Florida Statutes. Therefore, any vendor who is a College employee or who has an interest in the vendor's firm, and the transaction is not otherwise exempted, cannot contract with the College to provide the services set forth in this RFP.

#### 1.19 **Legal Requirements**

- a. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the College by and through its officers, employees and

authorized representatives, or any other person, natural or otherwise; and a lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. The laws of the State of Florida shall govern any contract resulting from this RFP.

1.20 **Accommodations**

- a. Any person(s) requiring reasonable accommodations, in accordance with the provisions of the Americans with Disabilities Act, for attendance at the scheduled bid opening, must contact the Purchasing Department at 727-341-3310 at least 72-hours in advance of your planned attendance.

1.21 **Discriminatory Vendors List**

- a. An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or bid to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

1.22 **RFP Terms**

- a. This RFP will in all cases be evaluated as a Request For Proposal and will not be evaluated as a "Bid" that is awarded solely on the basis of lowest price or highest commission. It will be evaluated on the basis of what is in the best interest of St. Petersburg College.

1.23 **Amendment & Cancellation**

- a. The College reserves the right to cancel, recall and/or reissue all, or any part, of this Request For Proposal at any time.



## SECTION 2: INTRODUCTION

### 2.1 Invitation

St. Petersburg College desires a full-service Bookstore that is a visible representation of the academic quality and image of the College. Availability and affordability of course materials are critical to the overall Program.

Elements of a full-service Bookstore at St. Petersburg College include, but are not limited to, the following:

- Creating and implementing effective strategies to reduce the cost of textbooks/course materials to St. Petersburg College Students by offering a strong used textbook program, comprehensive textbook rental program, digital textbook/course materials program, utilizing emerging technologies, and continuing to develop creative solutions.
- Supporting the academic mission of the College by providing efficient and effective textbook/course materials service to students and faculty.
- Providing required and optional textbooks/course materials in sufficient quantities in a timely manner.
- Providing easy access and multiple distribution channels for textbooks/course materials.
- Developing a proactive textbook/course materials strategy that will allow the Bookstore to compete effectively in the challenging college bookstore environment.
- Communicating and coordinating with faculty regarding the use of all types of course materials.
- Providing comprehensive textbook/course materials services to support all College programs, all campuses, and SPC's online courses.
- Providing comprehensive textbook/course materials services to support current and future distance learning programs and online courses.
- Providing Bookstore services at multiple locations.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and online purchases, and ensuring efficient processing of financial aid transactions.
- Supporting the academic mission of the College by supporting faculty and alumni authors, speakers, lectures, and other campus academic and intellectual events.
- Creating a dynamic, exciting retail environment.
- Developing a comprehensive marketing and promotional strategy that will assist with advancing the St. Petersburg College brand.
- Assisting with promoting and branding the College by offering a broad selection of quality emblematic clothing and gifts.
- Offering a broad selection of technology products to meet campus needs including laptops, software, and accessories.

- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Developing a comprehensive online/web strategy and mail order program.
- Utilizing state-of-the-art technology for Bookstore operations (e.g., point-of-sale, inventory management, Web site, financial aid, registration integration, etc.).

## 2.2 **Current Bookstore Operation**

The SPC Bookstore, under the direction of the Senior Vice President, Administrative/Business Services and Information Technology, is currently contracted (i.e., operated and managed by a bookstore contract management firm). The SPC Bookstore is a significant business, generating in excess of \$16 million in sales during 2010/2011.

The SPC Bookstore consists of the following operations:

- Tarpon Springs Campus Bookstore
- Clearwater Campus Bookstore
- Seminole Campus Bookstore
- St. Petersburg/Gibbs Campus Bookstore
- Health Education Center Bookstore in Pinellas Park
- The SPC Bookstore Fulfillment Center
- The Bookstore Web Site

In addition, SPC is in the process of opening a Bookstore at SPC Downtown in St. Petersburg, FL.

(Note: Throughout this RFP, the multiple SPC Bookstore locations and programs are referred to collectively as the “Bookstore.”)

## **SECTION 3: EVALUATION OF PROPOSALS**

### **3.1 Evaluation Method**

- a. The College will appoint an evaluation team (“Evaluation Team”) consisting of its staff to evaluate Proposals, clarifications, presentations, etc., and to recommend award of a contract with the proposer who meets the best interests of the College. The District Board of Trustees shall make the final award.
- b. The College shall be the sole judge of its own best interests, the Proposals, and approval of the resulting contract. The College’s decisions will be final.

### **3.2 Non-Responsive Proposals**

- a. Non-responsive Proposals will be rejected by the Purchasing Department, and will not be distributed to the evaluation team for consideration. Additionally, the Evaluation Team may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive Proposals may include, but are not limited to, the following:
  - Failure to sign the Proposal
  - Failure to acknowledge addenda (unless all changes are not material)
  - Failure to provide required submittals/documentation
  - Submission of a late Proposal
  - Proposer does not meet minimum requirements

### **3.3 Notification of Short-Listing**

- a. Companies who have submitted Proposals that are deemed by the Purchasing Department to be responsive will be short-listed. The short-listed proposers will be notified as follows:
  - A letter/e-mail will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.
  - In the event that there are any specific questions/clarifications that the evaluation team would like for the proposers to address/make, they will be included either in this notification or a subsequent communication prior to the presentations.

### **3.4 Oral Presentations**

- a. Firms responding to this RFP must be available for presentations/interviews.

- b. The tentative time and date for these presentations is listed in Section 1.2 of this RFP. Should there be any changes to the time or location, they will be available in the Purchasing Department.
- c. As part of your presentation, be prepared to discuss the services that you will provide. Additionally, discuss your firm’s ability to meet the Criteria, in particular the Textbooks/Course Materials Program and the Pricing Policies/Costs To SPC Students.
- d. Handouts and/or “leave behinds” are permitted.

**3.5 Proposal Preparation**

To ensure that all Proposals are fairly evaluated, scored and ranked, it is very important that the Proposals are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your Proposal.

**3.6 Proposal Evaluation Criteria**

The criteria that will be used by the Evaluation Team to evaluate Proposals are the responses that contractors submit to Section 7, “Proposal Submittal Requirements.”

**3.7 Proposal Evaluation Point System**

There will be a maximum total points of 1,000 per Evaluation Team member. All Proposals will be evaluated on the following point scale (per Evaluation Team member).

<b>CRITERIA</b>	<b>POINTS</b>
7.1 Company History, Experience, and Background	20
7.2 Operations Plan	50
7.3 Customer Service	100
7.4 Staffing / Personnel	50
7.5 Textbooks / Course Materials	150
7.6 Pricing Policies / Costs To SPC Students	150
7.7 Used Textbook Program	75
7.8 General Book Program	25
7.9 General Merchandise And Marketing	50
7.10 Tender Types / Financial Aid Processing	75
7.11 Financial Proposal	100
7.12 Facility Investment	75
7.13 Technology	75
7.14 Additional Information	5
<b>TOTAL POINTS</b>	<b>1,000</b>

### 3.8 **Evaluation Process**

The Evaluation Team will evaluate all responsive written Proposals, clarifications, presentations, etc., to determine which Proposals best meet the needs of the College based on the evaluation criteria.

## **SECTION 4: SPC BACKGROUND INFORMATION**

### **4.1 Background and History**

St. Petersburg College located in Pinellas County and established in 1927, is the oldest of Florida's 28-member community college system and the first to become a 4-Year College issuing Baccalaureate Degrees beginning in 2001. SPC is governed by a 5-member board of trustees appointed by the Governor of Florida for 4-year terms. The Board appoints a president who has administrative responsibility for the operation of the College.

SPC consistently ranks among the [nation's top 10 community colleges](#) for degrees awarded. The vast majority of SPC students are pursuing Associate in Arts degrees. Many can continue their studies without leaving home, due to SPC's growing number of baccalaureate degrees and the bachelor's and graduate degrees offered by SPC's [University Partnership Center](#) (UPC). Collaboration, not competition, is the cherished watchword. Our award-winning eCampus offers hundreds of accredited online courses. In fact, more than 25% of SPC students take classes solely online. Besides the UPC, the college's [collaborative partners](#) include those in the business, arts and international communities.

In addition to the baccalaureate programs mentioned above, all of the following are available at SPC:

- Associate in Arts (A.A.) degree, transferable to virtually any college or university
- Associate in Science (A.S.) degree, designed to prepare students dually--for workforce entry and for transfer to some baccalaureate programs
- Applied Technology Diplomas in four fields

### **4.2 National Rankings**

SPC has achieved the following National Rankings:

- No. 4 in the number of associate degrees awarded in Nursing
- No. 8 in Liberal Arts & Sciences/General Studies/Humanities
- No. 9 in Health Professions & Related Clinical Services
- No. 11 in Associate degrees awarded in all disciplines
- No. 4 in Florida for number of associate degrees conferred

In addition, SPC is consistently in the Top 10 in the national Digital Community College's Survey, conducted by the American Association of Community Colleges (AACC) and the Center for Digital Education to measure how community colleges use information technology to streamline their operations and serve their students.

#### 4.3 **SPC Mission**

SPC’s mission is to provide accessible, learner-centered instruction for students pursuing associate degrees, four-year degrees, and technical and continuing education. As a comprehensive multicampus state college, SPC seeks to be a creative leader and partner with students, communities and other educational institutions to deliver enriched learning experiences and to promote economic development.

The College boasts an outstanding, diverse faculty and staff; advanced technology; distance learning; innovative teaching techniques; outstanding library and information resources; a climate for student success; and an enduring commitment to excellence.

#### 4.4 **Enrollment**

SPC’s enrollment has seen consistent growth during the past five years. The total Upper and Lower Division full-time equivalent (FTE) enrollment figure for Fall 2010 was 22,432. FTE Enrollment and Unduplicated Headcount Enrollment for the past five years are as follows:

The total SPC Upper and Lower Level Division FTE figures for the past five years are as follows:

<b>YEAR</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
<b>FTE</b>	16,598	17,516	18,644	20,784	22,432

The SPC Upper and Lower Level Division FTE figures by location for the past five years are as follows:

<b>YEAR</b>	<b>EpiCenter</b>	<b>Clearwater</b>	<b>St.Petersburg /Gibbs</b>	<b>Seminole</b>	<b>Tarpon Springs</b>
<b>2006-07</b>	168	3,017	3,598	853	2,137
<b>2007-08</b>	167	3,235	3,602	1,179	2,185
<b>2008-09</b>	417	3,556	3,824	4,933	2,591
<b>2009-10</b>	504	3,973	4,121	5,611	2,830
<b>2010-11</b>	545	4,210	4,344	6,168	3,069

<b>YEAR</b>	<b>Health Education</b>	<b>Allstate</b>	<b>Downtown</b>	<b>Midtown</b>	<b>*Distance Learning</b>
<b>2006-07</b>	1,000	362	522	85	4,855
<b>2007-08</b>	1,371	424	514	110	4,730
<b>2008-09</b>	1,926	798	552	48	-
<b>2009-10</b>	2,147	806	712	81	-
<b>2010-11</b>	2,201	763	971	163	-

(\*Note: Beginning in 2008-09, all distance learning courses are included in individual locations.)

The total SPC Unduplicated Headcount figures for the past five years are as follows:

<b>YEAR</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
Credit	36,133	36,985	37,273	42,280	45,333
Non-Credit	25,797	25,215	24,141	19,312	18,761
<b>TOTAL</b>	<b>61,930</b>	<b>62,200</b>	<b>61,414</b>	<b>61,592</b>	<b>64,094</b>

#### 4.5 **Academic Calendar**

SPC operates on a semester system with Fall, Spring, and Summer terms.

#### 4.6 **SPC eCampus Program**

SPC offers a nationally recognized, award-winning eCampus program that offers hundreds of accredited online college courses in dozens of majors in addition to online student support services.



<b>SECTION 5: BOOKSTORE BACKGROUND INFORMATION</b>
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5.1 **Current Bookstore Operation**

The SPC Bookstore consists of the following operations:

- Tarpon Springs Campus Bookstore
- Clearwater Campus Bookstore
- Seminole Campus Bookstore
- St. Petersburg/Gibbs Campus Bookstore
- Health Education Center Bookstore in Pinellas Park
- The SPC Bookstore Fulfillment Center
- The Bookstore Web Site

In addition, SPC plans to open a Bookstore at SPC Downtown in St. Petersburg, FL for the Fall 2012 semester.

5.2 **Facility / Location**

SPC is served by Bookstores located on five of its campuses. The Bookstore facilities are comprised of approximately 17,262 square feet. The square footage breakout by location is as follows:

<b>SPC Bookstores</b>	<b>SQUARE FOOTAGE</b>
Tarpon Springs Campus	4,478
Clearwater Campus	3,723
Seminole Campus	600
St. Petersburg/Gibbs Campus	5,686
Health Education Center	1,425
Fulfillment Center	700
Proposed Downtown Center	650
<b>TOTAL SQUARE FOOTAGE</b>	<b>17,262</b>

5.3 **Sales**

The Bookstore's sales figure (for all Bookstores) for the period from October 2010 through September 2011 was \$16,185,838. The total sales figures (all Bookstores) for the past five years (10/1-9/30 of each year) are as follows:

<b>YEAR</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
<b>TOTAL (\$)</b>	11,356,187	11,760,142	12,328,215	14,010,212	16,185,838

It should be noted that during the Fall '10, Spring '11, and Fall '11 semesters, SPC funded a \$20 Textbook Voucher Program. This Program had an extremely positive impact on sales. Each SPC Student was provided with a \$20 voucher on

their account that was designated solely for textbook purchases at the Bookstore. Spring '12 will be the final term that SPC will fund the Textbook Voucher Program.

The Bookstore's sales figures (all Bookstores) for the major departments/categories for the past five fiscal years are as follows:

<b>Department</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Used Textbooks	2,865,838	2,951,796	2,644,176	3,417,375	3,468,998
New Textbooks	7,834,752	8,145,781	8,789,516	8,397,504	8,807,514
Trade Books	179,046	174,559	178,441	626,967	724,842
Supplies	290,995	303,527	389,239	562,797	594,148
Clothing	115,483	120,621	171,380	223,517	270,975
Gifts	14,748	17,790	23,490	40,268	50,012
Miscellaneous	55,326	46,069	80,888	106,916	98,091
Computer Products	0	0	20,013	30,968	917,222
Text Rental	0	0	31,073	600,593	1,082,080
Digital Text	0	0	0	3,307	25,629
Rental-Disposal	0	0	0	0	146,328

The sales figures by location for the past five fiscal years are as follows:

<b>Bookstore</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Seminole	801,403	808,119	842,629	971,091	1,096,533
St. Petersburg/Gibbs	3,941,022	3,847,166	3,977,751	4,925,010	5,765,740
Clearwater	3,298,579	3,197,070	3,156,014	3,317,707	3,328,401
Tarpon Springs	2,214,878	2,309,876	2,351,689	2,444,668	2,532,799
Health Ed. Center	1,100,306	1,056,467	993,659	1,059,837	1,150,835
Fulfillment Center	0	541,444	1,006,474	1,291,899	2,311,531

The Bookstore's sales figures by location for the major departments/categories for the past five fiscal years are as follows:

<b>Seminole</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Used Textbooks	180,849	207,003	194,980	210,282	147,405
New Textbooks	586,901	567,396	602,248	661,149	679,511
Trade Books	6,590	7,091	7,718	19,260	57,052
Supplies	12,991	14,015	22,307	26,542	32,546
Clothing	10,194	8,398	9,967	12,968	19,683
Gifts	1,602	1,531	2,044	2,616	3,143
Miscellaneous	2,275	2,684	2,384	7,272	8,455
Computer Products	0	0	0	30,968	77,883
Text Rental	0	0	981	33	52,652
Digital Text	0	0	0	0	5,032
Rental-Disposal	0	0	0	0	13,172

<b>St. Peters. / Gibbs</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Used Textbooks	1,249,777	1,270,642	910,961	1,376,688	1,250,805
New Textbooks	2,394,278	2,288,568	2,656,264	2,560,095	2,754,349
Trade Books	75,351	74,846	76,498	389,993	415,826
Supplies	129,727	128,603	161,609	234,160	232,136
Clothing	55,569	56,293	93,708	122,913	152,054
Gifts	6,426	8,391	10,372	20,520	27,018
Miscellaneous	29,894	19,823	48,103	52,958	43,117
Computer Products	0	0	0	0	584,237
Text Rental	0	0	20,236	167,683	267,924
Digital Text	0	0	0	0	3,346
Rental-Disposal	0	0	0	0	34,928

<b>Clearwater</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Used Textbooks	714,025	563,146	723,268	847,428	916,278
New Textbooks	2,422,917	2,467,788	2,222,447	2,020,982	1,653,263
Trade Books	47,088	38,188	42,400	122,396	149,732
Supplies	73,693	82,973	95,591	93,980	97,342
Clothing	28,574	32,340	41,187	48,904	47,564
Gifts	2,692	3,677	4,951	9,448	10,472
Miscellaneous	9,589	8,957	15,333	21,814	20,740
Computer Products	0	0	0	0	156,158
Text Rental	0	0	10,837	152,651	239,046
Digital Text	0	0	0	105	4,578
Rental-Disposal	0	0	0	0	33,227

<b>Tarpon Springs</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Used Textbooks	639,558	731,069	573,899	617,002	669,889
New Textbooks	1,492,398	1,479,317	1,649,315	1,462,663	1,290,533
Trade Books	21,289	27,655	24,120	71,396	79,891
Supplies	39,438	46,526	55,065	67,029	72,962
Clothing	13,154	16,231	19,211	27,564	36,708
Gifts	2,628	2,885	4,172	5,236	7,077
Miscellaneous	6,412	6,193	8,316	16,315	13,534
Computer Products	0	0	0	0	84,048
Text Rental	0	0	17,591	174,260	239,976
Digital Text	0	0	0	3,203	10,459
Rental-Disposal	0	0	0	0	27,721

<b>Health Ed. Center</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Used Textbooks	81,629	100,514	110,040	128,666	126,223
New Textbooks	938,258	881,695	785,510	721,153	748,657
Trade Books	28,727	26,779	27,275	23,650	22,383
Supplies	35,145	30,467	53,383	138,096	154,837
Clothing	7,991	7,295	7,306	11,168	14,966
Gifts	1,400	1,306	1,951	2,448	2,302
Miscellaneous	7,157	8,412	6,752	8,606	12,196
Computer Products	0	0	0	0	14,736
Text Rental	0	0	1,442	26,050	46,162
Digital Text	0	0	0	0	1,671
Rental-Disposal	0	0	0	0	6,703

<b>Fulfillment Center</b>	<b>'06/ '07</b>	<b>'07/ '08</b>	<b>'08/ '09</b>	<b>'09/ '10</b>	<b>'10/ '11</b>
Used Textbooks	0	79,422	131,028	237,309	358,398
New Textbooks	0	461,017	873,732	971,461	1,681,201
Trade Books	0	0	430	272	-43
Supplies	0	942	1,284	2,991	4,326
Clothing	0	64	0	0	0
Gifts	0	0	0	0	0
Miscellaneous	0	0	0	-50	50
Computer Products	0	0	0	0	160
Text Rental	0	0	0	79,916	236,319
Digital Text	0	0	0	0	543
Rental-Disposal	0	0	0	0	30,577

#### 5.4 **Class Rings / Graduation Merchandise**

The Bookstore sells class rings and graduation merchandise (i.e., announcements, diploma frames, etc.).

#### 5.5 **Hours Of Operation**

The Bookstore's current hours of operation (during non-Rush periods) are as follows:

##### Clearwater, St. Petersburg/Gibbs, and Tarpon Springs Bookstore Hours Of Operation

- Monday & Thursday: 7:45 a.m. - 7:00 p.m.
- Tuesday & Wednesday: 7:45 a.m. - 4:30 p.m.
- Friday: 7:45 a.m. - 2:00 p.m.
- Saturday & Sunday: Closed

##### Seminole and Health Education Center Bookstore Hours Of Operation

- Monday & Thursday: 8:30 a.m. - 7:00 p.m.
- Tuesday & Wednesday: 8:30 a.m. - 4:30 p.m.
- Friday: 8:30 a.m. - 12:00 noon

- Saturday & Sunday: Closed

#### Fulfillment Center Hours Of Operation

- Monday - Thursday: 8:00 a.m. - 4:00 p.m.
- Friday: 8:00 a.m. - 12:00 noon
- Saturday & Sunday: Closed

(Note: Hours Of Operation are extended as needed during Rush and for special events.)

#### 5.6 Department Discounts

SPC Departments receive a ten percent (10%) discount on department purchases, excluding textbooks and computer hardware.

#### 5.7 Faculty And Staff Discounts

Faculty and staff receive a ten percent (10%) discount on department purchases, excluding textbooks and computer hardware.

#### 5.8 Tender Types

The Bookstore accepts cash, personal checks, major credit cards, bank debit cards, Bookstore gift cards, department charges, financial aid charges, the SPC OneCard (which is a Master Card Debit Card), and various scholarship and grant awards.

#### 5.9 Financial Aid / Book Line Of Credit

If financial aid exceeds tuition and fee charges, students may charge up to \$800 in books and supplies at the SPC Bookstore using the Book Line of Credit. The amount of financial aid transactions charged via the Book Line of Credit for 1/31/11 through 11/16/11 was \$9,423,569. (See Section 6.8b for SPC requirements.)

#### 5.10 Web Site / Mail Order Program

The SPC Bookstore operates a full-service Web site. The Web site offers customers the ability to order textbooks and general merchandise online, and offers registration integration with the College's secured registration site.

#### 5.11 Donations / Contributions

The Bookstore provides \$8,000 in annual textbook scholarships to SPC, and \$2,000 in annual scholarships for at-risk SPC Students.

5.12 **Tarpon Springs Campus**

The Bookstore operates a full-service Bookstore on the Tarpon Springs Campus located at 600 Klosterman Road in Tarpon Springs, FL. The Tarpon Springs Campus Bookstore carries textbooks/course materials along with an assortment of general merchandise products, including emblematic clothing and gifts, convenience items, trade books, supplies, etc.

5.13 **Clearwater Campus**

The Bookstore operates a full-service Bookstore on the Clearwater Campus located at 2465 Drew Street in Clearwater, FL. The Clearwater Campus Bookstore carries textbooks/course materials along with an assortment of general merchandise products, including emblematic clothing and gifts, convenience items, trade books, supplies, etc.

5.14 **Seminole Campus**

The Bookstore operates a full-service Bookstore on the Seminole Campus located at 9200 113<sup>th</sup> Street N in Seminole, FL. The Seminole Campus Bookstore carries textbooks/course materials along with an assortment of general merchandise products, including emblematic clothing and gifts, convenience items, trade books, supplies, etc.

5.15 **St. Petersburg / Gibbs Campus**

The Bookstore operates a full-service Bookstore on the St. Petersburg/Gibbs Campus located at 6605 Fifth Avenue N in St. Petersburg, FL. The St. Petersburg/Gibbs Bookstore carries textbooks/course materials along with an assortment of general merchandise products, including emblematic clothing and gifts, convenience items, trade books, supplies, etc.

5.16 **Health Education Center**

The Bookstore operates a full-service Bookstore at the Health Education Center located in Pinellas Park, FL. The Health Education Center Bookstore carries textbooks/course materials along with an assortment of general merchandise products, including emblematic clothing and gifts, convenience items, trade books, medical supplies, and supplies, etc.

5.17 **Fulfillment Center**

The Bookstore operates a Fulfillment Center in St. Petersburg, FL. The Fulfillment Center provides textbooks/course materials services for the College's online and distance learning programs.

## **SECTION 6: DESCRIPTION / SCOPE OF BOOKSTORE PROGRAM**

### **6.1 Operations**

- a. Exclusive / Non-Exclusive Rights.
  - The contractor shall have the exclusive right to operate the physical Bookstores (i.e., “bricks and mortar”) at SPC.
  - The contractor shall have the exclusive right to provide textbooks/course materials at SPC, with the exception of digital/electronic course materials.
  - The contractor shall have the non-exclusive right to provide a digital/electronic delivery program that addresses the changing types of course materials, including providing digital/electronic course materials, digital textbooks, etc. At the commencement of the contract, the contractor will provide digital/electronic course materials. If, at any time during the contract it is determined by SPC at its sole discretion that the contractor cannot be either price competitive or product/platform competitive re: digital/electronic course materials, SPC will exercise its right to provide digital/electronic course materials through alternate distribution channels. SPC will provide the contractor with sixty (60) days written notice if it chooses to exercise its right to provide digital/electronic course materials through alternate distribution channels.
- b. The contractor shall provide the SPC community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, rental textbooks, general books, reference books, supplies, computer hardware, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, class rings, graduation merchandise, and other services expected from a full-service College bookstore.
- c. Bookstore Name. The name of the Bookstore will be the “St. Petersburg College Bookstore.”
- d. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the College.
- e. The contractor shall manage and operate the Bookstore located on the Tarpon Springs Campus in Tarpon Springs, FL.
- f. The contractor shall manage and operate the Bookstore located on the Clearwater Campus in Clearwater, FL.

- g. The contractor shall manage and operate a Bookstore located on the Seminole Campus in Seminole, FL.
- h. The contractor shall manage and operate the Bookstore located on the St. Petersburg/Gibbs Campus in St. Petersburg, FL.
- i. The contractor shall manage and operate the Bookstore located in the Health Education Center in Pinellas Park, FL.
- j. The contractor shall manage and operate the Fulfillment Center located on the Tarpon Springs Campus.
- k. The contractor shall manage and operate a Bookstore to be located on the Downtown Campus in St. Petersburg, FL. The Downtown Campus Bookstore will consist of approximately 650 square feet and is scheduled to be open for the fall 2012 semester.
- l. The contractor shall provide textbook and course materials services to the College's current eCampus program and to any future online and/or distance learning programs.
- m. Web Site / Mail Order. The contractor shall manage and operate a full-service Web Site/Mail Order Program specifically for the SPC Bookstore.
- n. SPC has the right to add or remove Bookstore locations if SPC deems such additions or removals are in the best interests of the College.
- o. The contractor shall have the right to operate the SPC Bookstore. However, the SPC Administration may authorize the sale of certain items by approved vendors, student groups, or by organizations of SPC.
- p. The contractor shall withdraw from display or sale, any item or items, which the College requests not be displayed or sold.
- q. Fixtures / Equipment. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell SPC merchandise at designated special events on campus to capitalize on sales opportunities.
- r. Special Events. The Bookstore will support special events (lectures, speakers, etc.) on campus by selling books at College events.
- s. Donations. The Bookstore will provide donations of merchandise (retail value), textbook scholarships, Bookstore gift certificates, etc., to support various departments, programs, events, etc., on campus. (Note: The amount of donations, textbook scholarships, etc., offered by the contractor should be



listed under “Additional Financial Incentives” on the Financial Bid Form, Attachment A.)

- t. **Trash Removal / Recycling.** The contractor shall be required to participate in SPC’s recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper SPC recycling containers.
- u. **Environmental Practices.** The contractor will utilize environmentally friendly practices in its operation of the SPC Bookstore.
- v. **Reporting Requirement.** The contractor will report to SPC’s Senior Vice President, Administrative/Business Services and Information Technology, or designee. The contractor’s regional manager will meet with the Senior Vice President, Administrative/Business Services and Information Technology or designee on a quarterly basis, at a minimum, to review the Bookstore’s performance. The contractor will be required to provide detailed reporting to the SPC Administration, including but not limited to, reporting identified in Sections 6.2d and 6.10 of this RFP.
- w. **Licensing, Permits, Taxes.** The contractor shall secure and pay for all federal, state, and local licenses and permits required for the operation of the SPC Bookstore. The contractor shall pay for any and all taxes and assessments attributable to the operation of the SPC Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

## 6.2 **Customer Service**

- a. The contractor shall provide excellent customer service at the SPC Bookstore.
- b. The contractor shall operate the Bookstore in a manner that reflects the image and reputation of St. Petersburg College and supports the mission and goals of the College. The contractor shall become involved in the academic, cultural, and social environment at SPC, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of SPC.
- c. The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of SPC with respect to Bookstore services and merchandise.
- d. **Customer Feedback.** The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer and faculty surveys, student focus groups, customer comment cards, secret

shopper programs, etc. Customer feedback results will be shared with the SPC Administration.

- e. Hours Of Operation. Hours of operation will include Monday through Friday, at a minimum, during the academic year. Hours of operation will be defined by the College in conjunction with the contractor. Hours of operation will be extended during the beginning of each term and to support special programs and events as necessary (i.e., Open Houses, Orientation, etc.).

Changes to the defined hours of operation must be approved by SPC. During all hours of operation, including peak business hours and extended hours of operation, the contractor will staff the Bookstore adequately to provide the level of service required by SPC.

- f. Bookstore Advisory Committee / Textbook Task Force. SPC shall establish a Bookstore Advisory Committee/Textbook Task Force. The contractor's Bookstore Manager shall meet regularly with the Committee and with College officials to review Bookstore operations. Further, the contractor's Bookstore management shall work cooperatively with the Committee, and with College officials in the development and improvement of the Bookstore's program, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Committee and from College officials to improve the Bookstore's program, services, and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with deans, department heads, and other faculty members.
- g. Refund Policy. The contractor's refund policy must be sensitive to the needs of SPC Students and customers.

### 6.3 **Staffing / Personnel**

- a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Bookstore in accordance with the requirements established by SPC.
- b. Bookstore Manager. The Bookstore Manager assigned to the Bookstore by the contractor must be approved in advance by SPC. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, SPC. SPC expects management continuity (i.e., limited turnover of the Manager) in order for the contractor to meet the expectations and requirements of SPC.
- c. Student Employees. The contractor shall provide employment opportunities for SPC Students.

- d. **Employee Conduct.** The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on SPC's premises, all employees, agents and independent contractors of the contractor shall comply with all applicable SPC policies and procedures. The contractor will be required to remove any such employee, agent, or independent contractor from SPC at SPC's request. In addition, SPC shall retain the right to require the contractor at any time to remove from SPC property any employee, agent, or representative of the contractor whose conduct, appearance, or performance is reasonably deemed by SPC to be unacceptable.
- e. **Equal Opportunity / Equal Access.** The contractor shall comply with the College's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age national origin, marital status, or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, the College shall not tolerate such conduct.
- f. **Anti-Discrimination.** St. Petersburg College is dedicated to the concept of equal opportunity. The college will not discriminate on the basis of race, color, religion, sex, age, national origin or marital status, or against any qualified individual with disabilities, in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this rule, the college will not tolerate such conduct. Additionally, the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- g. **ADA.** The contractor awarded shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- h. **Employment Laws.** The contractor shall comply with all state and federal employment requirements.
- i. **Background Checks.** Contractor's employees, contractors and agents shall be subject to the level 2 screening requirements as described in Section 1012.32 and Section 1012.465, Florida Statutes, prior to working at the Bookstore at contractor's sole cost and expense. The contractor may satisfy the level 2 screening requirements set forth herein by either providing proof acceptable to the College's Risk Management Specialist by way of certification from a law enforcement agency with the authorization to perform such a background screening or by making arrangements with the College's Risk Management

Specialist to have the College perform such level 2 screening at the contractor's expense. The contractor must immediately notify the College in the event that conduct of an employee, agent or contractor working at the Bookstore does not satisfy or would change the status of such employee, agent or contractors level 2 screening results. The contractor acknowledges that the College has a compelling interest in protecting the health and safety of the students, especially minors attending or taking classes on campus or enrolled in the St. Petersburg Collegiate High School; therefore, upon request by the College, the contractor shall remove any employee, agent or contractor from the College's Bookstore who does not satisfy the level 2 screening requirements or is otherwise deemed by the College, in the College's sole discretion, as a threat to the health or safety of the College's students or personnel.

#### 6.4 **Textbooks / Course Materials**

- a. The contractor shall be SPC's agent for the collection and compilation of the textbook/course materials list and for providing textbooks and course materials to SPC Students. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.
- b. The contractor, working with the faculty, shall make every effort to obtain early textbook/course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the SPC Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- c. The contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the College. The contractor shall attempt to provide one hundred percent textbook availability by the first day of each class or earlier date as indicated on the adoption agreement for such textbooks.
- d. The contractor shall provide comprehensive textbook/course materials services and will work closely with SPC to support the SPC eCampus Program. In addition, the contractor shall provide textbook/course materials services to any of the College's future distance learning programs.
- e. The contractor shall provide a full-service textbook rental program.

- f. As stated in Section 6.1a, the contractor shall have the exclusive right to provide textbooks/course materials at SPC, with the exception of digital/electronic course materials.

The contractor shall have the non-exclusive right to provide a digital/electronic delivery program that addresses the changing types of course materials, including providing digital/electronic course materials, digital textbooks, etc. At the commencement of the contract, the contractor will provide digital/electronic course materials. If, at any time during the contract, it is determined by SPC at its sole discretion that the contractor cannot be either price competitive or product/platform competitive re: digital/electronic course materials, SPC will exercise its right to provide digital/electronic course materials through alternate distribution channels. SPC will provide the contractor with sixty (60) days written notice if it chooses to exercise its right to provide digital/electronic course materials through alternate distribution channels.

- g. The contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- h. The contractor's SPC Bookstore Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- i. Textbook adoption forms, whether received in paper form, electronically, or otherwise, provided to the contractor by SPC's Faculty or Staff are the property of SPC. The contractor will provide textbook/course materials adoption data and/or adoption forms to SPC within twenty-four (24) hours of SPC's request for copies of such adoption data and/or adoption forms.
- j. The contractor shall work with the College to ensure compliance to the Florida Text Book Affordability Law (6A-14.092, Section 1004.085, F.S.) and the Federal Higher Education Opportunity Act (HEOA).

#### **6.5 Pricing Policies / Costs To SPC Students**

- a. The College is extremely committed to making textbooks/course materials affordable to SPC Students. This is a major priority for SPC and is critical to the overall evaluation of Proposals. Throughout the term of the contract, the contractor shall work cooperatively with faculty and departments to develop customized cost-effective solutions for SPC Students. The contractor will be expected to continually enhance the value proposition for SPC Students and compete effectively for the textbook/course materials business.
- b. The contractor shall adhere, at a minimum, to the following textbook/course materials pricing policy:

- "List-Priced" new textbooks. "List-Priced" new textbooks will be sold at no higher than the list price.
- "Pre-Priced" new textbooks will be sold at no higher than the pre-price.
- "Net-Priced" new textbooks will be sold at no higher than a twenty-five percent (25%) gross profit margin.
- "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Digital course materials will be sold at no higher than sixty percent (60%) of the current new textbook retail price.
- Used textbooks will be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
- Coursepacks and custom published materials (i.e., materials requiring copyright permissions) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Rental textbooks shall be rented at no higher than fifty percent (50%) of the current new textbook price.
- There will be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The above formulas will be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)

Programs or policies, above and beyond those outlined in this RFP, that further reduce textbook/course materials costs for SPC Students will be viewed favorably by SPC.

- c. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price, at prices competitive in the local area and competitive in the college bookstore industry.
- d. The contractor shall sell all other merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The contractor will make a significant effort to provide emblematic/logo merchandise at multiple price points.
- e. SPC has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

#### 6.6 **Used Textbook Program**

- a. Used Textbook Availability. SPC is extremely committed to providing a strong used textbook program in order to reduce the cost of textbooks to SPC Students. The contractor will make a significant effort to maximize the availability of used textbooks for purchase by SPC Students.

- b. Buyback. The Bookstore will buy back books from students at not less than 50% of the original purchase price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore will pay the student not less than 50% of the original new purchase price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore will pay the student not less than 50% of the original used purchase price during buyback.) Textbooks that have not been adopted for an ensuing semester will be purchased at not less than the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.

The Bookstore's buyback program shall be fully integrated and shall include the ability for SPC Students to sell their used textbooks at any of the SPC Bookstore locations. SPC Students will be paid 50% of the original purchase price for textbooks that have been adopted for an ensuing semester/term for any of the SPC courses, locations, or SPC programs.

- c. Desk Copies. SPC prohibits the purchase and sale of complimentary/desk copies by the Bookstore marked "Instructor Copy."

#### 6.7 **General Merchandise**

- a. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer hardware, computer software, computer supplies, computer peripherals, general books, reference books, general merchandise, novelty gifts, school supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings, graduation merchandise, and other services expected from a full-service college bookstore.
- b. The contractor will promote and brand St. Petersburg College by offering a broad selection of emblematic clothing and gifts. The contractor will provide exceptional value to SPC customers by offering high quality products and services at fair prices and multiple price points. The contractor will continually expand and introduce new product lines.
- c. Web Site. The contractor shall be required to maintain a full-service SPC Bookstore Web site featuring a full range of SPC emblematic merchandise.
- d. Class Rings And Graduation Merchandise. The contractor shall sell class rings and graduation merchandise (i.e., announcements, diploma frames, etc.) in the SPC Bookstore and at graduation related events.
- e. Use Of SPC Logo. The use of the St. Petersburg College logo, seal, marks, etc., on any merchandise must be approved by SPC.

## 6.8 Tender Types / Discounts

- a. **Tender Types.** At a minimum, the contractor shall accept cash, personal checks, major credit cards, Bookstore gift certificates, bank debit cards, the SPC OneCard, scholarship charges/vouchers, and financial aid account charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. **Financial Aid Program / Book Line of Credit.** The contractor will be required to provide automated financial aid services, including the ability for financial aid students to purchase their textbooks/course materials online.

If financial aid exceeds tuition and fee charges, students may charge up to \$800 in books and supplies at the SPC Bookstore using the Book Line of Credit. Details of the Book Line of Credit are as follows:

- The Book Line of Credit amount per student is based on projected financial aid that will be refunded at the end of the fourth week of classes.
  - Students can use their Book Line of Credit to purchase textbooks/course materials in the Bookstore, pre-order and pick up in the Bookstore, or order online and have the books shipped to their home. Shipping charges shall not exceed a \$5.95 flat-rate shipping charge per order.
  - The Book Line of Credit is available four weeks prior to the beginning of each term and runs through the third week of each term.
  - The contractor will be required to utilize secure encryption to receive and send financial aid files to the College and other related financial aid services as defined by the College.
  - The contractor's financial aid systems must have the ability to interface with SPC's systems.
  - The contractor must track the initial amount of award, transactions, and current balance in real-time.
  - The contractor will absorb all expenses (e.g., hardware, software, programming, etc.) associated with receiving and sending financial aid files, POS transactions, AP, AR, etc.
  - The contractor shall accept financial aid transactions 4 weeks prior to the start of each term through the end of the third week of each term.
  - The contractor shall invoice SPC for financial aid transactions 4 weeks after the start of each term.
  - SPC shall pay the contractor for financial aid transactions within 10 days of invoice receipt.
- c. **Department Charges / Discounts.** SPC Departments will be allowed to charge department purchases at the Bookstore. SPC Departments will



receive a ten percent (10%) discount on department charges, excluding textbooks and computer hardware.

- d. Faculty / Staff Discounts. Faculty and Staff will receive a ten percent (10%) discount on purchases, excluding textbooks and computer hardware.

## 6.9 **Technology**

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., Bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, Web site, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. (Note: The College will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)
- b. Web Site. The contractor shall provide and maintain a Web site for the SPC Bookstore. The Web site shall be fully integrated so that all functions are available at all SPC locations. The Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books and general merchandise. The Web site shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the SPC Bookstore Web site, including products sold (whether by the contractor or by a third party vendor), links to and/or from the SPC Bookstore Web site, and advertising accepted, shall require the College's prior written approval. Third-party vendors on the Web site must be pre-approved by College Administration.

The Web site shall include a consolidated feature that allows students to order textbooks with ease for courses taken at multiple SPC campuses or at a single SPC campus depending upon their textbook/course material needs.

- c. PCI Compliance. To ensure all possible steps are taken to secure College student, faculty, and staff personal data, all in-store technology and e-commerce processing must be PCI compliant. The contractor shall provide annual PCI certification documentation.
- d. Customer Data. Customer data must not be shared or sold by the contractor without the express written approval of the customer.

The contractor shall notify the College promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within one day of discovery, report to the College any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the College shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii)

who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the College. The above provisions will be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

#### 6.10 **Financial Reporting**

- a. On a monthly basis, the contractor will submit a sales report to the SPC Administration, including sales by category and total sales for the Bookstore (for all locations). On an annual basis, the contractor will submit a detailed SPC Bookstore financial statement to the College. At a minimum, the SPC Bookstore financial statement will include the following:
  - Sales by Category/Department including commissionable and non-commissionable sales (by location, and consolidated)
  - Total Sales (by location, and consolidated)
  - Cost of Goods Sold
  - Gross Margin
  - Personnel Expenses
  - Direct Operating Expenses
  - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
  - Rent/Commission Paid to the College
  - Profit/Loss
  - Dollar Amount of "Retail Textbook Buyback"
  - Dollar Amount of "Wholesale Textbook Buyback"
  - Number of Class Rings Sold
  - Web Site Sales
- b. The contractor will provide SPC with a copy of its company's certified financial statement on an annual basis.

#### 6.11 **Facility Investment**

- a. Facility Investment. The contractor will be required to provide state-of-the-art retail bookstore facilities and fixtures throughout the term of the contract. Contractors are required to submit proposed facility investments for the current Bookstore facilities, including the new Bookstore facility to be located in SPC Downtown in St. Petersburg, as part of their response to this RFP (see Section 7.12).

*(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)*

- b. Facility Investment Standards. The facility investments for the Bookstore must meet SPC standards; must be approved in advance by the College; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor. Any third party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by the College.
- c. Ownership Of Capital Investment And Fixtures. All capital investments and fixtures in Bookstore facilities shall become the property of SPC at the termination of the contract. If the contract, or extensions thereto, end for reasons other than poor performance (see Section 9.2) prior to the capital investment being fully depreciated, then SPC will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facilities, and all capital investments and fixtures shall become the property of SPC. If the contract is terminated for poor performance (see Section 9.2) then SPC shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of SPC.
- d. Accounting Of Facility Investment. The contractor will provide the College with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.
- e. Investment Difference. If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor's proposal, then the contractor will provide the College with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility improvements. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's proposal, then the contractor will be solely responsible for all costs necessary to complete the renovation.
- f. Depreciation. The capital investment by the contractor in the Bookstore facility will be depreciated on a straight-line basis over five (5) years.
- g. Design Fees. All Bookstore design fees and fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- h. Timing Of Facility Investment. The timing of the facility investment for the Bookstore facilities will be determined by the College.

## 6.12 SPC Obligations

a. SPC will provide the contractor with:

- Bookstore, office, and stock room facilities on the Tarpon Springs Campus consisting of approximately 4,478 square feet
- Bookstore, office, and stock room facilities on the Clearwater Campus consisting of approximately 3,723 square feet
- Bookstore, office, and stock room facilities on the Seminole Campus consisting of approximately 600 square feet
- Bookstore, office, and stock room facilities on the St. Petersburg/Gibbs Campus consisting of approximately 5,686 square feet
- Bookstore, office, and stock room facilities in the Health Education Center in Pinellas Park consisting of approximately 1,425 square feet
- Office and stock room facilities in the Fulfillment Center in St. Petersburg consisting of approximately 700 square feet
- Bookstore, office, and stock room facilities to be located in the Downtown Center in St. Petersburg consisting of approximately 650 square feet
- Access to campus web services, telephone services, and voice answering system at the standard SPC rate
- Security service for the Bookstore provided by SPC in the same manner provided for other SPC buildings
- Utilities, electricity, HVAC, etc.

## 6.13 Contractor Obligations

a. The contractor will provide the following as part of its management and operation of the Bookstore:

- Vehicles. The contractor shall provide vehicle(s) necessary (if any) for the operation of the Bookstore.
- Cleaning and Maintenance. Proper maintenance (to the satisfaction of SPC) of the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
- Emergency Key. An emergency key is to be left with the SPC Campus Security Department.
- Internal Security. The contractor shall collaborate with the SPC Campus Security Department and the SPC Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. SPC expects the contractor's first point of contact with regard to security and safety issues for the Bookstore will be the SPC Campus Security Department.
- ADA Requirements. The contractor shall meet the Bookstore needs of handicapped students and all ADA requirements.

## **SECTION 7: PROPOSAL SUBMITTAL REQUIREMENTS**

*(Note: To simplify the College's review process, the format for all Proposals must be consistent with the information requested in this Section.)*

### **7.1 Company History, Experience, And Background**

- a. Please provide your qualifications and experience in managing college/university bookstores. Please describe your experience serving multi-campus institutions that provide learner-centered instruction for students pursuing associate degrees, four-year degrees, and technical and continuing education.
- b. Please provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Please identify at least five (5) clients with bookstores similar in nature to the SPC Bookstore.
- c. Discontinued Client List. Please provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Please include your certified financial statements for the past two (2) years, along with your company's S&P or D&B rating.

### **7.2 Operations Plan**

- a. Please describe your management/operations plan for operation of the SPC Bookstore located on the Tarpon Springs Campus.
- b. Please describe your management/operations plan for operation of the SPC Bookstore located on the Clearwater Campus.
- c. Please describe your management/operations plan for operation of the SPC Bookstore located on the Seminole Campus.
- d. Please describe your management/operations plan for operation of the SPC Bookstore located on the St. Petersburg/Gibbs Campus.
- e. Please describe your management/operations plan for operation of the SPC Bookstore located in the Health Education Center in Pinellas Park.
- f. Please describe your management/operations plan for operation of the SPC Fulfillment Center located on the Tarpon Springs campus.

- g. Please describe your management/operations plan for operation of the proposed SPC Bookstore located in the Downtown Center in St. Petersburg.
- h. Please describe your management/operations plan for operation of the Web site / Mail Order Program.

7.3 **Customer Service**

- a. Please describe in detail how you will provide excellent customer service at the SPC Bookstore.
- b. Please describe the methods you will use to obtain regular feedback from SPC Bookstore customers to ensure a high level of customer satisfaction.
- c. Please describe your customer service training program for the SPC Bookstore Staff.
- d. Please describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, digital textbooks, etc., and general merchandise.
- e. Please describe your proposed hours of operation for the SPC Bookstore. *(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 6.2e of this RFP.)*

7.4 **Staffing / Personnel**

- a. Please provide your company organization chart.
- b. Please provide your proposed organization chart, staffing plan, and reporting structure for the SPC Bookstore.
- c. Please describe your:
  - Personnel policies
  - Hiring policies. Please include your company's required qualifications for the Manager at the SPC Bookstore.
  - Compensation program, including incentive programs, etc.
  - Benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
  - Commitment to hire student employees
  - Background check policies and procedures
- d. Please describe your educational and training programs.

- e. Please describe your corporate support services and regional management support.
- f. Please provide a description of your transition plan.

#### 7.5 **Textbooks / Course Materials**

- a. Please describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Please include your plans to develop strong relationships with faculty and your plans to market/promote textbooks/course materials to students.
- b. Please describe in detail the textbook/course materials services and programs that you will provide to SPC Faculty and Students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
- c. Please describe your plans to provide comprehensive textbook/course materials services to support the SPC eCampus Program and any future distance learning programs.
- d. Please describe in detail the textbook rental program that your company will provide at SPC.
- e. Please describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Specifically, please provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, Learning Management Systems, etc. *(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 6.4f of this RFP.)*
- f. Please describe your custom publishing/coursepack program.
- g. Please describe your plans to ensure compliance to the Florida Text Book Affordability Law (6A-14.092, Section 1004.085, F.S.) and the Federal Higher Education Opportunity Act (HEOA).

#### 7.6 **Pricing Policies**

- a. Please describe your pricing policies for textbooks/course materials and explain your plans to address the pricing concerns of students at SPC. *(Note: At a minimum, contractors must adhere to the textbook/course materials pricing policy outlined in Section 6.5b of this RFP. The requirements outlined in Section 6.5b include "not to exceed margins" on textbooks and course materials.)*

- b. Please describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students at SPC. *(Note: At a minimum, contractors must adhere to the pricing policies outlined in Section 6.5 of this RFP.)*
- c. Please describe your company's plans to provide emblematic clothing at multiple price points.

**7.7 Used Textbook Program**

- a. Please provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buyback prices that are greater than wholesale prices. Please include your estimated used textbook ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of operation of the SPC Bookstore. *(Note: At a minimum, contractors must adhere to the buyback policy outlined in Section 6.6b of this RFP.)*
- b. Please describe your plans to provide a fully integrated buyback program that includes the ability for SPC Students to sell their used textbooks to any of the SPC Bookstore locations. *(Note: At a minimum, contractors must adhere to the buyback policy outlined in Section 6.6b of this RFP.)*

**7.8 General Book Program**

- a. Please describe your general book program and your plan to ensure that the general book program supports the academic mission of SPC.
- b. Please describe your plan to support the academic programs and events at SPC by selling and promoting books at events throughout the year.

**7.9 General Merchandise And Marketing**

- a. Please describe your plans for new or expanded product lines or services to be offered by the SPC Bookstore, including an emphasis on products and services that will meet the needs of the College.
- b. Please provide a detailed description of your plan to increase the sales of SPC emblematic/logo merchandise, clothing, and gifts. Please describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's Web site.
- c. Please describe your plan to sell class rings and graduation related merchandise.



- d. Marketing / Advertising Plan. Please describe your marketing/advertising plan for the SPC Bookstore.

**7.10 Tender Types / Financial Aid Processing**

- a. Please describe the tender types you will accept at the SPC Bookstore. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 6.8 of this RFP.)*
- b. Please describe the discount amounts you will offer to SPC Faculty, Staff, and Departments. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 6.8c and 6.8d of this RFP.)*
- c. Please describe in detail your plans to provide automated financial aid services to SPC, in accordance with the Financial Aid Program / Book Line Of Credit Program described in Section 6.8b of this RFP. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 6.8b of this RFP.)*

**7.11 Financial Proposal**

- a. Financial Projections. Please provide financial projections for the first five (5) years of operation of the SPC Bookstore. Projections must include the following:
  - Sales by Category/Department including Commissionable and Non-Commissionable Sales (by location, and consolidated)
  - Total Sales (by location, and consolidated)
  - Cost of Goods Sold
  - Gross Margin
  - Personnel Expenses
  - Direct Operating Expenses
  - Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
  - Rent/Commission to St. Petersburg College
  - Profit/Loss
  - Web Site Sales
- b. Financial Return. Please describe the financial return that you will remit to SPC for the operation of the SPC Bookstore, including the following:
  - The minimum annual financial guarantee
  - The commission schedule expressed as a percentage of Net Sales (see definition, next page)
  - Additional financial incentives that you would like the College to consider

The College's requirements pertaining to the contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the SPC Bookstore Web site, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales by other companies or organizations on the SPC Bookstore Web site.  
"Net Sales" shall be defined as Gross Sales less voids, less customer refunds, less discounted sales to authorized SPC Departments, less computer hardware sales, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less sales made at no margin by the contractor at the request of SPC.
- The contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee.
- Payments will be made to the College on a monthly basis via electronic funds transfer (EFT). The College shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12<sup>th</sup>) of the minimum annual financial guarantee. Regardless of the payment method selected by the College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized College representatives, including full financial audit and financial statements, and other financial data as may be requested by the College.

*(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)*

### 7.12 **Facility Investment**

- a. Please describe your detailed facility plans and financial commitment to provide SPC with state-of-the-art retail Bookstore facilities and fixtures throughout the term of the contract, as described in Section 6.11.

In addition, contractors are required to complete the Financial Bid Form, Attachment A. *(Note: The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)*

### 7.13 **Technology**

- a. Please describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the College, the SPC Bookstore, and the campus community.
- b. Web site / E-Commerce Plans. Please include a detailed description of your plans to offer the following:

- Textbook/course materials reservation program
- Online textbook ordering program (with multiple campus capabilities)
- Online textbook adoption program
- Registration integration program
- Compliance to HEOA (i.e., textbook ISBN number availability)
- Ordering program for general merchandise (i.e., emblematic clothing and gifts)

*(Note: At a minimum, contractors must adhere to the requirements outlined in Section 6.9b of this RFP.)*

- c. Please include your estimated capital investment for technology/automation in the SPC Bookstore (excluding Web site development costs) and a timeline for your automation plans. The College will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.

*(Note: In addition, contractors are required to complete the Financial Bid Form, Attachments A.)*

### 7.14 **Additional Information**

- a. Please provide the College with other information you feel is pertinent.

## **SECTION 8: INVENTORY PURCHASE & EQUIPMENT USE**

### **8.1 Inventory Purchase**

The selected contractor will be required to purchase the Bookstore's inventory at cost from the current contractor. The selected contractor will purchase the Bookstore's inventory as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the current contractor (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (e.g., fifty percent (50%) as of December 2011).
- All general books (trade books, reference books, technical books, etc.) in clean and saleable condition shall be purchased at invoice cost.
- All general merchandise in clean and saleable condition shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), graduation merchandise, etc.

### **8.2 Inventory Payment**

The selected contractor will pay the current contractor for the Bookstore inventory within thirty (30) days from the commencement of the contract.

### **8.3 Inventory Purchase At End Of Contract**

At the termination of the contract, or any extensions thereto, the College or a subsequent contractor will purchase the Bookstore inventory from the contractor in the same manner as outlined in Section 8.1.

### **8.4 Furniture, Fixtures, And Equipment**

The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that is owned by the College at the commencement of the contract. Any College-owned furniture, fixtures, and equipment in the Bookstore which the contractor decides to no longer utilize in the operation of the Bookstore shall be turned over to the College.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the termination of the contract, the contractor will return any College-owned furniture, fixtures, and

equipment used to the College in the same condition as at the commencement of the contract, excepting normal wear and tear.

## **SECTION 9: CONTRACT TERMS & CONDITIONS**

### **9.1 Term**

- a. The term ("Term") of the contract ("Contract") (to be prepared by the College and signed by the College and the selected contractor) will be for five (5) years, beginning July 1, 2012, and ending June 30, 2017. The College shall have the option to renew the contract for three (3) two-year renewal terms (each a "Renewal Term") by providing the contractor with one hundred twenty (120) days written notice of renewal prior to the expiration of the Term or Renewal Term.

### **9.2 Termination**

- a. The contractor shall perform in accordance with the terms and conditions as stated herein incorporated in the contract (to be established upon the College's selection of a contractor) and in accordance with the highest standards and commercial practices for operation of a Bookstore serving SPC. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the College to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then the College may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. The College may terminate the contract at any time by providing the contractor with one-hundred twenty (120) days written notice.
- c. The College may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

### **9.3 Contract Administrator**

- a. The College's Senior Vice President, Administrative/Business Services and Information Technology, or designee, will be the Contract Administrator for any Agreement which results from this Request For Proposal. This individual will be the point of contact at SPC for day-to-day operations.

9.4 **Assignment Of Contract**

- a. The contractor will not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the College, and then only subject to such conditions as the College may prescribe.

9.5 **Compliance With All Laws**

- a. The contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

9.6 **Governing Law and Venue**

- a. The contract shall be governed by and interpreted in accordance with any applicable federal laws and the laws of the State of Florida. In the event of any legal or equitable action arising under the contract or in connection therewith, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida and the parties specifically waive any other jurisdiction and venue.

9.7 **Indemnification Requirements**

The contract shall contain the following clause with respect to indemnification:

- a. The contractor shall indemnify, hold harmless, and defend the College, and it's officers, agent(s) and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the terms, conditions or provisions of this Agreement provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property other than the work itself, including the loss of use resulting there from and (2) is caused in whole or in part by any wrongful or negligent act or omission of the contractor, its agents, contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

If any and all claims against the College, and/or its officers, agent(s) and employees are by any employee of the contractor, or anyone directly or indirectly employed by any one of them or anyone for whose actions any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of

damages, compensation or benefits payable by or for the contractor or any subcontractor under Worker’s Compensation Acts, disability benefit acts or other employee benefit acts.

**9.8 Insurance Requirements**

- a. The contractor shall secure insurance in the required amounts with respect to the minimum limits as stated herein and shall cover all of its operations hereunder, and shall remain in effect throughout the term of the contract or any extension thereof. The College shall be named as an additional insured in all General Liability Policies.

<u>Type Of Policy</u>	<u>Amount Required</u>
1. Workmen's Compensation	Statutory
2. Comprehensive General Liability Insurance to include but not be limited to: Consumption or use of Products; Existence of equipment or machines on location; and contractual obligations to customers.	
(a) Bodily Injury Liability Insurance	\$1,000,000 Each Person \$1,000,000 Each Occurrence \$2,000,000 Aggregate
(b) Property Damage Liability	\$100,000 Each Occurrence \$300,000 Aggregate
3. Comprehensive Automobile Liability Insurance:	
(a) Bodily Injury Liability	\$500,000 Each Person \$500,000 Each Occurrence
(b) Property Damage Liability	\$500,000 Each Occurrence Single limit Bodily Injury and/or Property Damage \$500,000 each Aggregate

- b. As to any insurance required herein, a certified copy of each of the policies or Certificates of Insurance evidencing the existence thereof, or binders, shall be delivered to the College’s designated representative within five (5) days before the contractor begins services on the College’s premises. In the event any binder is delivered, a certified copy of the policy or a Certificate of Insurance shall replace it within thirty (30) days in lieu thereof. Each such copy of a certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the College’s representative. This contract may be subject to immediate termination, at the



Colleges discretion, in the event that contractor fails to maintain or comply with any of the Insurance requirements set forth herein.

## **ATTACHMENTS**

- Financial Bid Form (Attachment A)
- Bond Statement (Attachment B)
- Contractor's Qualification Statement (Attachment C)
- Drug Free Workplace Certification (Attachment D)
- Facility Floor Plans (Attachment E)

**ATTACHMENT A  
FINANCIAL BID FORM**

(Note: Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

1. COMMISSION AS A PERCENT OF SALES:

Year 1 (%) \_\_\_\_\_

Year 2 (%) \_\_\_\_\_

Year 3 (%) \_\_\_\_\_

Year 4 (%) \_\_\_\_\_

Year 5 (%) \_\_\_\_\_

2. MINIMUM ANNUAL GUARANTEE:

Year 1 (\$) \_\_\_\_\_

Year 2 (\$) \_\_\_\_\_

Year 3 (\$) \_\_\_\_\_

Year 4 (\$) \_\_\_\_\_

Year 5 (\$) \_\_\_\_\_

3. ADDITIONAL FINANCIAL INCENTIVES:

Year 1 (\$) \_\_\_\_\_

Year 2 (\$) \_\_\_\_\_

Year 3 (\$) \_\_\_\_\_

Year 4 (\$) \_\_\_\_\_

Year 5 (\$) \_\_\_\_\_

4. FACILITY INVESTMENT:  
(Depreciated Over Five Years)

Total  
Investment \_\_\_\_\_

5. TECHNOLOGY INVESTMENT:

Total  
Investment \_\_\_\_\_

PROPOSAL SUBMITTED BY:

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT B  
BOND STATEMENT**

Project: SPC RFP #04-11-12 College wide Bookstore Contract.

Date:  
Name of Agency:  
Address:  
Name of Insurer:  
Address:  
TO: Director of Procurement  
St. Petersburg College

This is to certify that I have reviewed the bonding requirements of referenced project specifications and that in the event

---

(insert name of proposer)

is the successful contractor, this company will provide a Performance Bond and a Labor and Material Payment Bond on the specified AIA Document A311 forms, each in the amount of \$500,000 and I further certify that the surety bond insurer meets the requirements of Section 29, Chapter 85-105, Laws of Florida (BH 1266). (See Section 1.7 of this RFP.)

---

Signature of Agent

(SEAL)

---

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

NOTE: This statement is not a substitute for any proposal guarantee otherwise required by this solicitation.

**ATTACHMENT C  
CONTRACTOR'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions and information provided hereinafter.

Submitted to: St. Petersburg College  
Director of Procurement

Submitted by: Name: \_\_\_\_\_ ( ) Corporation

Address: \_\_\_\_\_ ( ) Partnership

Principal Office: \_\_\_\_\_ ( ) Individual

(Note: Attach separate sheets as required) ( ) Joint Venture

( ) Other

***NOTARIZATION***

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012

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

Notary Signature

Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped Commissioned name of Notary Public)

**ATTACHMENT D  
DRUG FREE WORKPLACE CERTIFICATION**

Preference (in the case of Tie Proposals) must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State of Florida. The Drug Free Workplace statement is as follows:

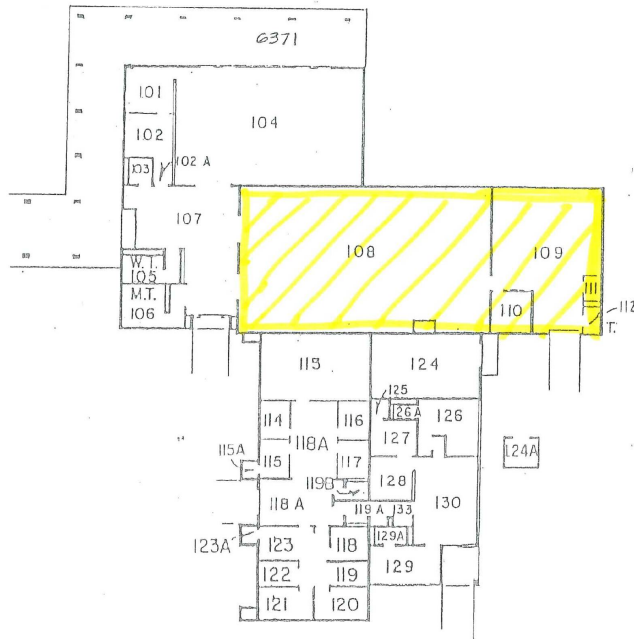
In accordance with Florida Statute 287.087 preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the vendors submitting identical bids have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.**

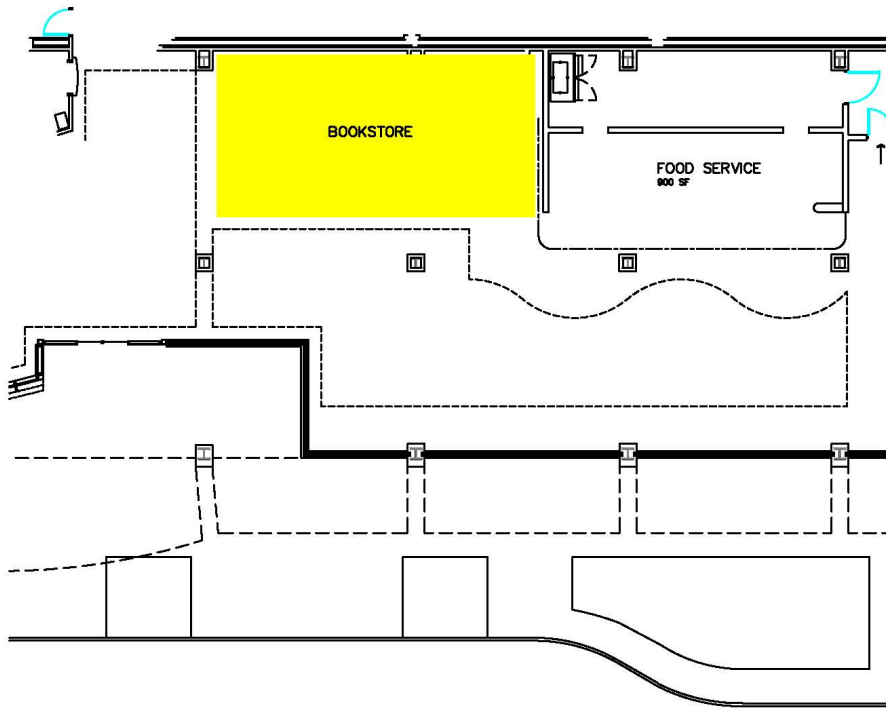
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VENDOR'S SIGNATURE  
DATE

**ATTACHMENT E  
FACILITY FLOOR PLANS**

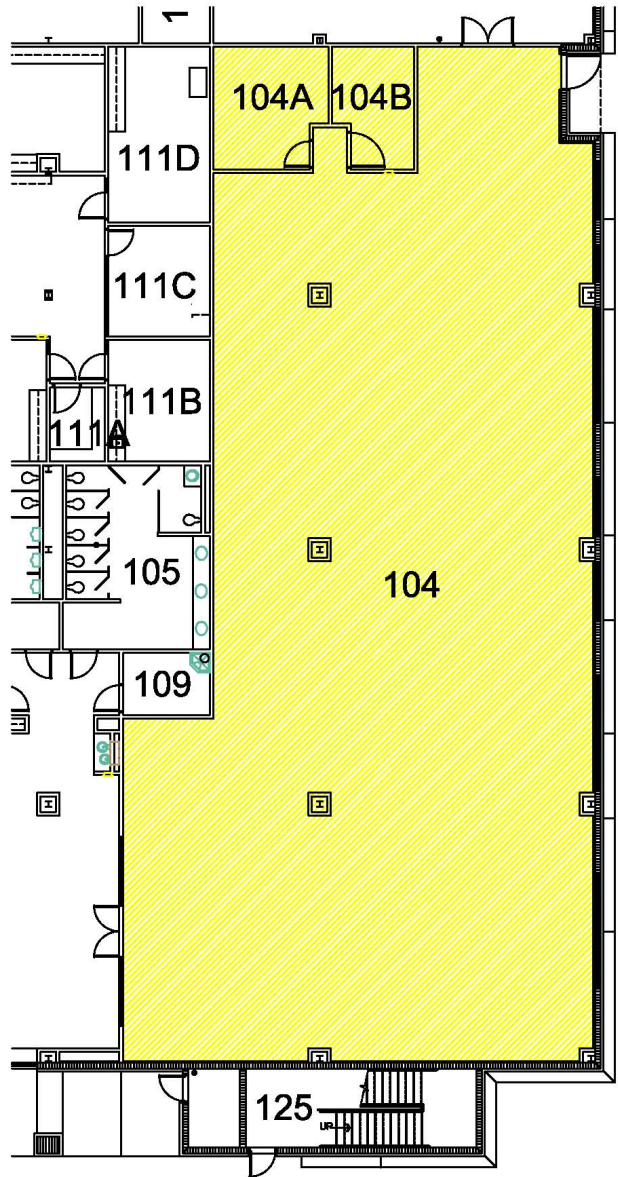


CLEARWATER CAMPUS  
STUDENT ACTIVITIES BUILDING – BOOKSTORE  
3,723 square feet





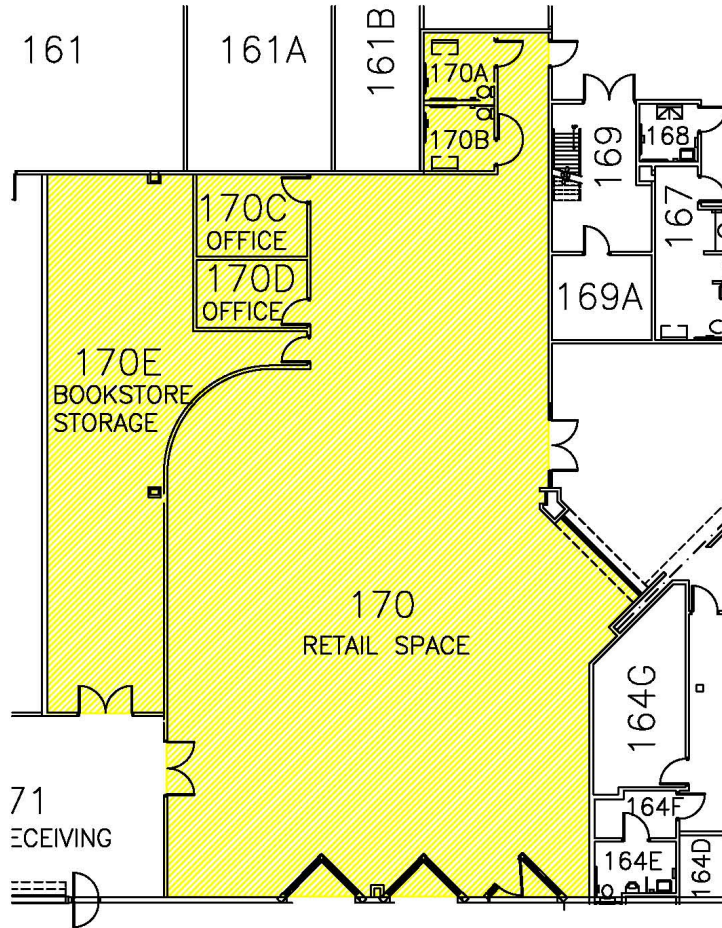
SPC DOWNTOWN CENTER  
BOOKSTORE  
650 square feet  
 $\frac{1}{16}'' = 1'-0''$



ST. PETERSBURG/GIBBS CAMPUS  
 STUDENT SERVICES BUILDING - BOOKSTORE

5,686 square feet

$\frac{1}{16}'' = 1'-0''$

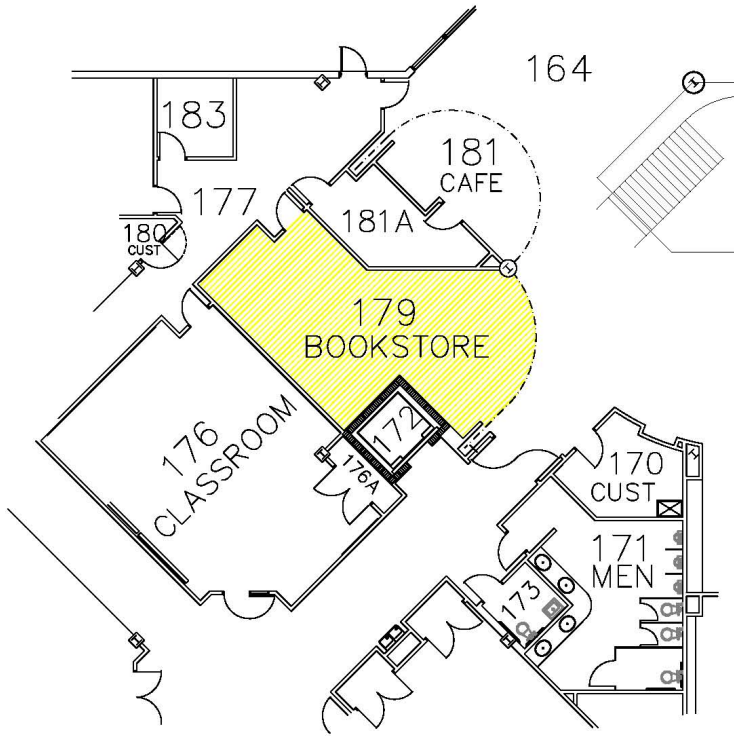


TARPON SPRINGS CAMPUS  
 BILLIRAKIS BUILDING – BOOKSTORE  
 4,478 square feet  
 $\frac{1}{16}'' = 1'-0''$










SEMINOLE CAMPUS  
 UNIVERSITY PARTNERSHIP BUILDING – BOOKSTORE  
 600 square feet  
 1/16" = 1'-0"

January 17, 2012

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** Banking Services.

**Authorization is sought to enter into an agreement with Fifth Third Bank to provide Banking and Merchant Services to the College.**

The College issued a Request for Proposal (RFP) for Banking and Merchant Services on October 19, 2011 that incorporated all of its banking requirements. The objective was to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of all funds entrusted to the College. The RFP was advertised in the newspaper, posted on the College's website and sent to ten (10) qualified public depository institutions within the College's district. A pre-proposal meeting was held on October 31, 2011 to gather any questions that the proposers had and those questions were answered in an addendum that was sent to the institutions.

The process steps included the evaluation of all proposals by the evaluation committee consisting of Theresa Furnas, Associate VP, Finance and Business Services, Daya Pendarkar, Associate VP Administrative Information Systems, Jamelle Conner, Associate VP Planning and Budget, Ron Boyce, Human Resources Program Coordinator and Doug Duncan, Senior VP, Administrative/Business Services and Information Technology.

The evaluation committee met on December 8, 2011 and reviewed, scored and ranked the proposals as per the attached evaluation summary (several proposers did not meet the minimum required service criteria). This evaluation resulted in a short list of two proposers who were then invited to provide more detailed presentations and further clarify proposal details. On January 5, 2012 both parties made presentations and answered questions by the evaluation committee.

Following these presentations the committee met for a final review and assessment of the proposals. This resulted in the final rankings as per the attached short list evaluation summary.

While both banks are highly qualified and able to provide the basic banking and merchant services, Fifth Third Bank was determined to offer other innovative services and lower fees that would add value to the existing banking service needs of the College.

Based on the evaluation and ranking of the proposals received, the committee recommends that the College award a five year banking services agreement, with three (3) one year extensions, to Fifth Third Bank. The new contract would be effective March 1, 2012.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology; Theresa Furnas, Associate Vice President, Financial & Business Services; Daya Pendarkar, Associate VP Administrative Information Systems, Jamelle Conner, Associate VP Planning and Budget, Ron Boyce, Human Resources Program Coordinator recommend approval.



St. Petersburg College  
 Banking Services Proposals #SPC 03-11-12  
 Evaluation Summary  
 December 2011

Evaluation Criteria	Maximum Points	Bank of America	BB&T	Fifth Third	JP Morgan Chase	PNC Bank	Regions Bank	Suntrust Bank	Synovus Bank	TD Bank	Wells Fargo
Proposed Fees and Compensation	22	0	0	20	0	13	0	18	0	0	0
Lowest cost for Credit Card Services	25	0	0	21	0	12	0	24	0	0	0
Cash Management System	20	0	0	19	0	17	0	19	0	0	0
Accessibility and Convenience to College	8	0	0	8	0	4	0	8	0	0	0
Investment Options with the Highest Interest Rate	10	0	0	9	0	7	0	8	0	0	0
Quality of Scope of conversion/implementation plan	10	0	0	9	0	2	0	10	0	0	0
Innovation/Additional Services	5	0	0	4	0	4	0	5	0	0	0
<b>TOTAL POINTS AWARDED</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>90</b>	<b>0</b>	<b>59</b>	<b>0</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>0</b>

\* 0 scores indicate minimum criteria not met or failed to submit proposal

St. Petersburg College  
 Banking Services Proposals #SPC 03-11-12  
 Short List Evaluation Summary  
 January 2012

Evaluation Criteria	Maximum Points	Fifth Third	Suntrust Bank
Proposed Fees and Compensation	22	21	16
Lowest cost for Credit Card Services	25	21	23
Cash Management System	20	19	19
Accessibility and Convenience to College	8	8	8
Investment Options with the Highest Interest Rate	10	9	8
Quality of Scope of conversion/implementation plan	10	9	10
Innovation/Additional Services	5	5	1
<b>TOTAL POINTS AWARDED</b>	<b>100</b>	<b>93</b>	<b>84</b>

% to Total 100 points


93%

84%

January 17, 2012

**MEMORANDUM**

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

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

**SUBJECT:** Board of Trustees' Rules

The College is in the process of undertaking a comprehensive and systematic review of its Rules and Procedures to ensure that each reflect the policies and practices of the institution. The purpose of this initiative is to ensure the College remains in compliance with the mandate in 120.74, Florida Statutes, to review, clarify, simply and streamline rules where needed to improve efficiency and correct deficiencies. Further, procedural provisions found in the Rules are being moved to Procedures in an ongoing effort to strengthen the College's Procedures and promote accessibility and usability by employees and students. As this initiative will involve a review of Rules and Procedures over a period of months, the proposed revisions below primarily involve policies of the College which are found in Sections V. and VI. of the Rules Manual.

**Approval is sought for the following proposed changes to the Rules and Procedures Manual, which are being submitted for your consideration.**

**6Hx23-1.31 Accreditation** The proposed change will revise the Rule to provide that the College shall maintain accreditation and the Board of Trustees delegates to the President the responsibility to establish procedures regarding specialized accreditation and report to the Board any changes related to accreditation status. *Submitted by Suzanne Gardner.*

**6Hx23-5.01 Financial Records and Reports** The proposed change will serve to update and clarify the College's policy on financial recordkeeping and related reporting. *Submitted by Theresa Furnas.*

**6Hx23-5.02 Budget Amendments** The proposed change will serve to streamline the Rule on budget approval and amendments, and shift procedural aspects of the current Rule to College procedures. *Submitted by Theresa Furnas.*

**6Hx23-5.03 Petty Cash Funds** The proposed change will update and correct the policy related to the establishment and management of petty cash, and will move procedural provisions to the College's procedure on petty cash. *Submitted by Theresa Furnas.*

**6Hx23-5.04 Receipt and Deposit of Funds** The proposed change will re-title the Rule and update the College's policy on the receipt, deposit and disbursement of funds. *Submitted by Theresa Furnas.*

**6Hx23-5.05 Investment of Surplus Funds** The proposed change will serve to update and streamline the policies related to the investment of surplus funds, and shift procedural provisions of the Rule to College procedures. *Submitted by Theresa Furnas.*

**6Hx23-5.06 Bonds** The purpose of this change is to repeal this Rule as it is unnecessary. *Submitted by Theresa Furnas.*

**6Hx23-5.07 Auxiliary Enterprises and Undesignated Gifts** The proposed change will update the Rule provisions. *Submitted by Theresa Furnas.*

**6Hx23-5.0711 Transfer of College Funds to Direct Support Organization** The proposed change will serve to update the policy regarding transfer of funds to the College's direct support organizations, and will shift procedural provisions to a College Procedure. *Submitted by Theresa Furnas.*

**6Hx23-5.09 Use of College Facilities** The proposed revisions will change the Rule title, clarify the College's policy on the use of institutional facilities, and shift procedural provisions related to permitted uses and attendant agreements to a College Procedure. *Submitted by Suzanne Gardner.*

**6Hx23-5.12 Purchasing** The proposed change will streamline the Rule on the purchasing of supplies, equipment, commodities and services by the College, and shift procedural provisions to the College Procedure. *Submitted by Theresa Furnas.*

**6Hx23-6.899 Information Technology (IT) Security Program** The purpose of the revision is to streamline the Rule and shift procedural provisions to a College Procedure. *Submitted by Daya Pendharkar.*

**6Hx23-6.900 Information Technology Acceptable Use Policy** The proposed change will streamline the policy on computer use and move procedural provisions to a new Procedure. *Submitted by Daya Pendharkar.*

**6Hx23-6.9011 Web Page Development and Server Utilization** The proposed change will update and streamline the policy on web page development and move procedural provisions to a new Procedure. *Submitted by Daya Pendharkar.*

**6Hx23-6.9012 Information Technology (IT) Security Auditing and Monitoring Policy** The proposed change will repeal the Rule and move existing content of the Rule into a Procedure of the College. *Submitted by Daya Pendharkar.*

**6Hx23-6.9013 Information Technology Password Policy** The proposed change will repeal the Rule and move existing content of the Rule into a Procedure of the College. *Submitted by Daya Pendharkar.*

**6Hx23-6.9014 Information Technology Wireless Communications Policy** The proposed change will repeal the Rule and move existing content of the Rule into a Procedure of the College. *Submitted by Daya Pendharkar.*

**6Hx23-6.9015 Information Technology Remote Access Policy** The proposed change will repeal the Rule and move existing content of the Rule into a Procedure of the College.  
*Submitted by Daya Pendharkar.*

**6Hx23-6.9016 Information Technology Server Security Policy** The proposed change will repeal the Rule and move existing content of the Rule into a Procedure of the College.  
*Submitted by Daya Pendharkar.*

**6Hx23-6.9017 Information Technology Computer Security Policy** The proposed change will repeal the Rule and move existing content of the Rule into a Procedure of the College.  
*Submitted by Daya Pendharkar.*

Please see below a chart of the Rulemaking Revisions Summary including links to statutory authority as well as the proposed text for revision.

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

ps0110124

## RULEMAKING REVISIONS SUMMARY; JANUARY BOT MEETING

<b>BOT RULE</b>	<b>Citation</b>	<b>FS Statutory and SBE Authority</b>	<b>Board's Authority</b>	<b>College policy and revision</b>	<b>Corresponding College Procedure</b>
<b>Accreditation</b>	<a href="#">6Hx23-1.31</a>	<a href="#">1001.64</a> ; <a href="#">1007.33</a> ; F.S.; SBE Rule <a href="#">6A-14.060</a>	Establish policy related to accreditation	Board authorizes the President to establish procedures/policy re. accreditation and provide timely reports	
<b>Financial Records &amp; Reports</b>	<a href="#">6Hx23-5.01</a>	<a href="#">1001.64(44)</a> ; <a href="#">1001.02</a> ; F.S.; SBE Rule <a href="#">6A-14.072</a>	Policy re. proper financial records/reports	Board directs all records and reports prepared and maintained as prescribed by law and in accordance with FCS Accounting Manual.	P6Hx23-5.01 Provisions shifted to existing procedure. <b>Procedure Title updated to Procedure: Financial Records &amp; Reports</b>
<b>Budget Amendments</b>	<a href="#">6Hx23-5.02</a>	<a href="#">1001.64(11) &amp; (12)</a> ; <a href="#">1001.65(2)</a> ; <a href="#">1001.02</a> ; <a href="#">1001.03</a> ; <a href="#">1011.84(3)</a> ; F.S.; SBE Rules <a href="#">6A-14.0715</a> , <a href="#">6A-14.0716(13)</a> , <a href="#">6A-14.072</a>	Board to review and approval budget and certain amendments	<b>Rule Title updated to Budget Preparation &amp; Approval.</b> Board authorizes President to implement and amend budget as allowed by State Board rules. Procedural provisions moved to P6Hx23-5.02	Procedural provisions of Rule moved to new Procedure, P6Hx23-5.02
<b>Petty Cash Funds</b>	<a href="#">6Hx23-5.03</a>	<a href="#">1001.64(44)</a> ; <a href="#">1010.02</a> ; F.S.; SBE Rule <a href="#">6A-14.075</a>	Board may establish policies regarding management of financial accounts	Board authorizes and directs President to establish procedures related to petty cash. Procedural provisions moved to P6Hx23-5.03	Procedural provisions from Rule 5.03 added to existing Procedure P6Hx23-5.03
<b>Receipts and Deposit of Funds, Receipts, Deposits, and Disbursements</b>	<a href="#">6Hx23-5.04</a>	<a href="#">215.85</a> ; <a href="#">1001.64(44)</a> ; F.S.; SBE Rule <a href="#">6A-14.075</a>	Board may establish policies regarding management of financial accounts, receipts and disbursements; all deposits to be made in the name of the Board	<b>Rule Title updated to Receipts, Deposits, and Disbursements.</b> Board authorizes and directs President or designee to facilitate receipts, deposits and disbursements in the name of the Board; and establish prudent procedures.	Procedural provisions moved to existing Procedure P6Hx23-5.04. <b>Procedure Title updated to Procedure: Receipts, Deposits, and Disbursements</b>
<b>Investment of Surplus Funds</b>	<a href="#">6Hx23-5.05</a>	<a href="#">215.47</a> ; <a href="#">215.475</a> ; <a href="#">215.85(5)</a> ; <a href="#">218.415</a> ; <a href="#">1001.64(44)</a> ; <a href="#">1010.01</a> ; <a href="#">1010.02</a> ; F.S.; SBE Rules <a href="#">6A-14.075</a> ; <a href="#">6A-14.0765</a>	Board may establish investment plan for surplus funds of the College in accordance with Florida law.	Authorizes/directs the President to develop a written investment plan in accordance with state law and sound fiscal standards. President directed to establish admin. procedures	Procedural provisions in Rule moved to new Procedure; P6Hx23-5.05
<b>Bonds</b>	<a href="#">6Hx23-5.06</a>	<a href="#">1001.64(2)</a> ; F.S.		Rule deleted due to obsolescence	n/a

<b>BOT RULE</b>	<b>Citation</b>	<b>FS Statutory and SBE Rule Authority</b>	<b>Board's Authority</b>	<b>College policy and revision</b>	<b>Corresponding College Procedure</b>
<b>Auxiliary Enterprises and Undesignated Gifts</b>	<a href="#">6Hx23-5.07</a>	<a href="#">1001.64(12) &amp;(44)</a> ; <a href="#">1010.08</a> ; F.S.; SBE Rules <a href="#">6A-14.072</a> & <a href="#">6A-14.077</a>	Board may establish policy related to the operation of auxiliary services and use of funds raised through such contracts and services with exceptions as outlined in SBE Rules; and for undesignated gifts.	Board authorizes and directs the President to operate and contract for the operation of auxiliary services and use of funds; use for hospitality not to exceed 1% of prior yr. total expenditures in current unrestricted fund.	Procedure P6Hx23-5.07
<b>Transfer of College Funds to Direct Support Organizations</b>	<a href="#">6Hx23-5.0711</a>	<a href="#">1001.64(40)</a> ; <a href="#">1004.70</a> ; <a href="#">1010.02</a> ; F.S.	Pursuant to 1004.70 FS contributions to the College may be transferred between the College and Direct Support Organizations certified by the Board	Board authorizes and directs the President to establish procedures related to the transfer of funds. Procedural provisions will be shifted to College Procedure.	P6Hx23-1.33
<b>Use of College Facilities</b>	<a href="#">6Hx23-5.09</a>	<a href="#">1001.64(34)</a> ; F.S.; SBE Rule <a href="#">6A-14.0261</a>	Board may establish policies related to the use of college facilities and property.	<b>Rule Title updated</b> to <i>Use and Rental of College Facilities and Related Equipment</i> . Rule revised to clarify that the president may provide for the use of college facilities for college and non-college use and establish procedures for facility and equipment rental. Procedures related to specific facilities moved to Procedure P6Hx23-5.09.	Procedural portions of Rule 6Hx23-5.09 shifted to new Procedure P6Hx23-5.09.
<b>Purchasing</b>	<a href="#">6Hx23-5.12</a>	<a href="#">1001.64(4)(b), (5), (26) &amp; (28)</a> , <a href="#">287.055</a> ; <a href="#">287.133</a> ; <a href="#">287.012(17)</a> ; F.S.; SBE Rule <a href="#">6A-14.0734</a>	Board establishes policies related to purchasing in accordance with law pertaining to procurement by state entities.	Board authorizes and directs the President to approve purchases and contracts not in excess of category Five of Sec. 287.017 of F.S.; Policy of the College to make all purchases utilizing established contract procedures, sound fiscal practices, and state procurement law.	Procedural portions of Rule 6Hx23-5.12 shifted to existing Procedure P6Hx23-5.12. <b>Procedure Title updated</b> to <i>Procedure: Purchasing</i>

<b>BOT RULE</b>	<b>Citation</b>	<b>FS Statutory and SBE Rule Authority</b>	<b>Board's Authority</b>	<b>College policy and revision</b>	<b>Corresponding College Procedure</b>
<b>Information Technology (IT) Security Program</b>	<a href="#">6Hx23-6.899</a>	<a href="#">1001.64(18), (45)</a> ; <a href="#">1006.52</a> ; F.S.; SBE Rule <a href="#">6A-14.0261</a>	Board may establish policies related to the implementation and protection of Information Technology	Board authorizes and directs that the President implements procedures pertaining to an information technology security program. Procedural portions of the Rule are moved to the College Procedure	Procedural portions of Rule 6Hx23-6899 shifted to new Procedure P6Hx23-6.899
<b>Information Technology Acceptable Use Policy</b>	<a href="#">6Hx23-6.900</a>	<a href="#">1001.64(8), (18) &amp; 45</a> ; <a href="#">1006.60</a> ; FS	Board may establish policies regarding the use of information technology, and related personnel policies	Board authorizes and directs the President to develop and implement procedures related to technology use.	Procedural portions of Rule 6Hx23-6.900 shifted to new Procedure P6Hx23-6.900
<b>Web Page Development and Server Utilization</b>	<a href="#">6Hx23-6.9011</a>	<a href="#">1001.64(8), (18), &amp; (45)</a> ; <a href="#">1006.60</a> ; F.S.	Board may establish policies regarding the use of information technology	Board authorizes and directs the President to establish procedures to develop and implement procedures related to web page development and server utilization.	Procedural portions of Rule 6Hx23-6.9011 shifted to new Procedure P6Hx23-6.9011
<b>Information Technology (IT) Security Auditing and Monitoring Policy</b>	<a href="#">6Hx23-6.9012</a>	<a href="#">1001.64(8) &amp; (45)</a> ; F.S.	Board may establish policies and procedures related to information technology	Entire rule text moved to Procedure	<b>New Procedure titled, Information Technology (IT) Security Auditing and Monitoring Policy</b> P6Hx23-6.9012
<b>Information Technology Password Policy</b>	<a href="#">6Hx23-6.9013</a>	<a href="#">1001.64(8) &amp; (45)</a> ; F.S.	Board may establish policies and procedures related to information technology	Entire rule text moved to Procedure	<b>New Procedure titled, Information Technology Password Policy</b> P6Hx23-6.9013
<b>Information Technology Wireless Communications Policy</b>	<a href="#">6Hx23-6.9014</a>	<a href="#">1001.64(8) &amp; (45)</a> ; F.S.	Board may establish policies and procedures related to information technology	Entire rule text moved to Procedure	<b>New Procedure titled Information Technology Wireless Communications Policy</b> P6Hx23-6.9014
<b>Information Technology Remote Access Policy</b>	<a href="#">6Hx23-6.9015</a>	<a href="#">1001.64 (8) &amp;(45)</a> ; F.S.	Board may establish policies and procedures related to information technology	Entire rule text moved to Procedure	<b>New Procedure titled Information Technology Remote Access</b> P6Hx23-6.9015
<b>Information Technology Server Security Policy</b>	<a href="#">6Hx23-6.9016</a>	<a href="#">1001.64(8)&amp; (45)</a> ; F.S.	Board may establish policies and procedures related to information technology	Entire rule text moved to Procedure	<b>New Procedure titled Information Technology Server Security Policy</b> P6Hx23-6.9016
<b>Information Technology Computer Security Policy</b>	<a href="#">6Hx23-6.9017</a>	<a href="#">1001.64(8)&amp; (45)</a> ; F.S.	Board may establish policies and procedures related to information technology	Entire rule text moved to Procedure	<b>New Procedure titled Information Technology Computer Security Policy</b> P6Hx23-6.9017



## 6Hx23-1.31 ACCREDITATION

The Board of Trustees delegates to the President the responsibility to establish policies and procedures to ensure that St. Petersburg College maintains its accredited status, and to facilitate specialized accreditation of programs, evaluations and reaffirmation as required by the Commission on Colleges of the Southern Association of Colleges and Schools. It shall be the responsibility of the President to timely report to the Board of Trustees any actions and/or disclosures of the Commission related to the accreditation status of the institution and its specialized programs.

~~A goal of St. Petersburg Junior College is to maintain accreditation under the State Accreditation Standards and the Southern Association of Colleges and Schools. It shall be the responsibility of the president to inform the district board of trustees at any time the college is in danger of losing accreditation from the state or from the Southern Association of Colleges and Schools.~~

Specific Authority: 1001.64(2)&(4) F.S.

Law Implemented: 1001.64, 1007.33, F.S.; Rule 6A-14.060 F.A.C.

History: Formerly - 6Hx23-4-3.01; Readopted - 10/25/77; Filed 10/25/77; Effective - 10/25/77; 1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-5.01 FINANCIAL RECORDS AND REPORTS

All financial records and reports shall be prepared and maintained as prescribed by law and rules of the State Board of Education. Additionally, financial reports prepared for contracts/grants shall be completed in accordance with prescribed requirements as stated in the award agreement. Financial records shall be kept in accordance with the *Accounting Manual for Florida's College System*.

~~The College shall keep financial records according to the Department of Education publication, "Accounting Manual for Florida's Public Community Colleges."~~

~~Enrollment related financial records shall be kept for all instruction so as to facilitate verification, confirmation, and comparison.~~

~~Financial reports shall be filed with the Chancellor of the Community College System pursuant to a schedule established by the Commissioner of Education.~~

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64 (44), 1001.02, F.S.; Rule 6A-14.072, F.A.C.

History: Formerly 6Hx23-5-1.01; Readopted 10/25/77; Amended, filed and effective 11/30/81; 8/15/06. Filed – 8/15/06. Effective – 8/15/06; 1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-5.02 BUDGET PREPARATION AND APPROVAL AMENDMENTS

The College's budget shall be prepared in such form as prescribed by the Board of Trustees' Rules, the State Board of Education rules, and upon approval by the Board of Trustees, such budget shall be transmitted to the Department of Education for review.

The Board of Trustees authorizes and directs the President to implement and amend the approved budget in accordance with State Board of Education rules and applicable College procedures as set forth therein.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Budget Preparation and Approval, P6Hx23-5.02.**

*I. Reallocation of Funds Between Organizational Units*

*Funds may be reallocated between organizational units of a fund and between object codes within an organizational unit upon approval of the provost or vice president responsible for the organizational unit(s) affected.*

*II. Organizational Unit Budget Amendments*

*All budget amendments must initially have the approval of the President's Cabinet, the President, or the President's designee except as provided in Section III. below.*

*III. The following budget amendments require approval by the Chancellor:*

*A. Transfer of funds from the Current Unrestricted Fund.*

*B. Amendments which cause the unencumbered fund balance to be inconsistent with the statutory guidelines specified in Section 1011.84(3)(e), F.S.*

Specific Authority: 1001.64 (2) & (4), F.S.

Law Implemented: 1001.64 (11) & (12), 1001.65(2), 1001.02, 1001.03, 1011.84(3), F.S.; Rules 6A-14.0715, 6A-14.0716 (13), 6A-14.072, F.A.C.

History: Formerly 6Hx23-5-2.01; Adopted 12/23/69; Readopted 12/19/74, 10/25/77; Amended 10/16/75, 11/30/81; Filed and Effective 11/30/81; 5/18/93. Filed - 5/18/93. Effective - 5/18/93; 2/1/9/08. Filed – 2/19/08. Effective – 2/19/08; 1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-5.03 PETTY CASH FUNDS

- I. The Board of Trustees authorizes and directs the President authority to establish procedures related to the management of petty cash funds.
- II. Petty cash funds are to be used only for reimbursement of authorized College business related expenditures. Advancement loans are not allowable.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College’s Procedure on Petty Cash Funds, P6Hx23-5.03.**

- I. The Board of Trustees may establish petty cash funds for an amount that will not exceed two thousand five hundred dollars (\$2,500) at each campus and one thousand dollars (\$1,000) at each site or center. The petty cash fund will be maintained on the imprest reimbursement system.*
- II. The President will establish an administrative procedure outlining the guidelines for the College’s petty cash funds.*
- III. The President shall designate the Associate Vice President of Financial and Business Services as custodian of the petty cash funds who will maintain an internal control system for the funds.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64 (44), 1010.02, F.S.; Rule 6A-14.075, F.A.C.

History: ..... 1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-5.04 ~~RECEIPT AND DEPOSIT OF FUNDS~~ RECEIPTS, DEPOSITS, AND DISBURSEMENTS

- I. The Board of Trustees authorizes and directs the President or designee the authority to facilitate the receipt, deposit and expenditure of all funds into or from the appropriate accounts.
- II. The College bank depository shall be in the name of the Board of Trustees of St. Petersburg College and shall be approved by the Board of Trustees.
- III. All money drawn from a depository shall be on a numerically controlled check signed by two persons who are authorized by the Board and bonded.
- IV. The Board may authorize by electronic or other medium, as provided in Florida Statue, the receipt or transfer of public funds to, from, or within its established bank accounts for purposes of investment, direct deposit, pay expenses, expenditures, or other disbursements provided that adequate internal control measures are established and maintained.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Receipts, Deposits, and Disbursements, P6Hx23-5.04.**

- I. *All collections, deposits, and expenditures of the college are the responsibility of the Vice President for Business Services.*
- II. *No student checks shall be cashed. However, checks will be accepted in payment of fees and/or bookstore purchases. Employees may cash a maximum of \$50 per day in checks at one business office.*
- III. *The college shall have one depository. Public funds and investment maturities shall be received either by check, or by wire transfer directly into the depository for the college. The depository will notify the college of the receipt of the wire transfer by telephone and provide a validated deposit slip to support the transaction. The college may have three accounts as follows: operating, Federal Pell, and payroll account. The college bank depository shall be in the name of the Board of Trustees - St. Petersburg College and shall be approved by the Board of Trustees. Transfers of cash may be made electronically between the operating and payroll bank accounts for the "net" amount of each payroll. All transfers must be confirmed in writing within 24 hours of the transfer.*
- IV. *The college has entered into an agreement with the Automated Clearing House for the purpose of providing our employees with direct deposit of payroll checks. This is only accomplished after the employee completes the necessary authorization form, provided by the college. Transfer of*

*funds from the payroll bank account to the Automated Clearing House account may be accomplished via wire transfer for each payroll. This transfer may be made by telephone or data tape authorization and will be followed within 24 hours by written authorization confirming the transaction. It shall be for the total amount of the payroll of all sums to be credited to the participating employee's accounts.*

- V. *The President and/or the Vice President for Business Services and/or the Chairman of the Board of Trustees are authorized to countersign checks against the St. Petersburg College funds, either by personal or facsimile signatures.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 215.85, 1001.64 (44),F.S.; Rule 6A-14.075, F.A.C.

History: ... 1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

The investment of surplus funds by the College shall be in accordance with Florida Statutes and other provisions of Florida law relating to investment by educational institutions.

The President or designee shall develop a written investment plan in accordance with State Board of Education Rules and Section 218.415, F.S. which, at a minimum shall include the scope, investment objectives, performance measurements, types of authorized investments, and adopt the “Prudent Person Rule” as the standard for making such investments. This standard provides that investments shall be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment. The investment purpose and goal of the College is to maximize the return on investments and to minimize the non-investment cash balance on deposit with the depository.

The President shall develop and implement an administrative procedure regarding the investment of College funds.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College’s Procedure on Investment of Surplus Funds, P6Hx23-5.05.**

- I. *The investment goal of the College is to maximize the return on investments and to minimize the non-investment cash balance on deposit with the depository. The vice president of Business Services will be responsible for accomplishing this goal by coordinating the investments of the College.*
- II. *Investment of surplus funds will be in accordance with the following St. Petersburg College Investment Policy:*
  - A. *SCOPE and GENERAL GUIDELINES—The Investment Policy shall apply to SPC funds in excess of those required to meet current expenses. Management of the funds shall be in accordance with Florida Statutes 218.415, Rule 6A-14.0765 and Board of Trustees’ Rule 6Hx23-5.05. Subject to the limitations provided above and throughout the Investment Policy Statement, the Investment Manager shall have full discretion in terms of asset mix, security selection and timing of transactions.*
  - B. *INVESTMENT OBJECTIVES—The objectives in priority order are the safety of principal, liquidity of funds and satisfactory return on investment. The overall investment strategy should ensure that the liquidity necessary to support SPC’s strategic goals is maintained.*

- C. *PERFORMANCE MEASUREMENT—The return on investments will be measured against the SBA. On a total return basis, and secondary to income maximization, the target benchmark will be the Merrill Lynch 1-5 Year U.S. Treasury Index.*
- D. *PRUDENCE AND ETHICAL STANDARDS—Investments will be made in accordance with the “Prudent Person Rule,” which states that: “Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.”*
- E. *LISTING OF AUTHORIZED INVESTMENTS—Investments shall be limited to the following classes of securities:*
1. *Securities of the U.S. Treasury*
  2. *Securities of agencies and instrumentalities of the U.S. Government*
  3. *The following bank liability products from any commercial banking institution having a combined capital and surplus of not less than \$500 million whose long-term debt rating is “A” or better by S & P and Moody’s:*
    - a. *Certificates of deposit—Florida Public Fund CDs (see #8)*
    - b. *Commercial paper*
    - c. *Bank notes*
    - d. *Other time deposits*
  4. *Commercial paper issued by a corporation with a short-term rating of A1/P1 or better*
  5. *Auction rate securities rated “AAA” or better by at least one nationally recognized rating agency.*
  6. *The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Florida Statutes 163.01.*



7. *Securities and Exchange Commission 2a7 registered money market funds with the highest credit quality rating from a nationally recognized rating agency. In addition, any investment fund regulated or advised by a Registered Investment Advisor under rule 3c7 where the fund is “AAA” rate by at least one nationally recognized rating agency.*
8. *Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Florida Statutes 280.02.*

*While certain securities may meet the above definition of an Authorized Investment, their risk characteristics, as created by their structure, may be such that a prudent investor would deem them inappropriate for a College investment. Securities of this type which are prohibited:*

- *Reverse repurchase agreement*
- *Floating rate securities whose coupon floats inversely to an index or whose coupon is determined based upon more than one index*
- *Derivatives and other securities whose future coupon may be suspended because of the movement of interest rates or an index with the exception of (1) “plain vanilla” floating rate notes which would have their coupon rate of interest directly linked to a published interest rate index such as LIBOR or U.S. Treasury Bills and (2) other Authorized Investments specifically listed above which, by the most strict interpretation, may be considered a derivative (e.g. AAA-rated Asset-Backed and Mortgage-Backed Securities).*

- F. *MATURITY AND LIQUIDITY REQUIREMENTS—The investment portfolio will be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.*
- G. *PORTFOLIO COMPOSITION—SPC may invest in any combination of the acceptable forms of investment. The average maturity of the portfolio shall not exceed two years and the maturity of any individual holding shall not exceed five years.*
- H. *RISK AND DIVERSIFICATION—Investments held shall be diversified to the extent practicable to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. With the exception of U.S. government and agency securities*

*and money market mutual funds, no more than 25% of the entire portfolio may be invested in the securities of any single issuer. Diversification strategies within the established guidelines shall be reviewed and revised periodically, as deemed necessary by the appropriate management staff.*

- I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS—The Investment Manager will maintain an approved list of investment institutions and dealers for the purchase and sale of securities. The Investment Manager is responsible for establishing and maintaining the approved list and will make it available to the vice president of Business Services upon request.*
- J. THIRD-PARTY CUSTODIAL AGREEMENTS—All securities purchased under this Policy shall be properly designated as an asset of the College and held in safe keeping by a third party custodial bank or other third party custodial institution. If a bank or trust company serves in the capacity of Investment Manager, said bank or trust company could also perform required custodial and reporting services.*

*Funds withdrawn from the depository for investments shall be by check, wire transfer, or letter of authorization. The depository shall be advised by telephone of the wire transfer or withdrawal of funds. No later than 24 hours after the telephone authorization, the College shall send a written letter of authorization to the depository confirming either the wire transfer of the funds or the withdrawal from the account by the depository for investment with the depository.*

*The President and/or the vice president of Business Services and or the Chairman of the Board of Trustees are authorized to countersign the letter of authorization either by personal signature or facsimile.*

- K. BID REQUIREMENT—The Investment Manager will determine the maturity date based on cash-flow needs and market conditions and analyze and select one or more optimal types of investments. The security in question shall, when feasible and appropriate, be competitively bid.*
- L. INTERNAL CONTROLS—The vice president of Business Services shall establish a system of internal controls, which shall be in writing. A review of such controls will be conducted periodically by independent auditors or by an ad hoc review committee. The internal controls will be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, unanticipated changes in the financial markets, or imprudent actions by employees of the College.*

M. *REPORTING—The Investment Manager shall prepare an investment report at least semi-annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last year. This summary will be prepared in a manner that will allow the College to determine whether investment activities have conformed to the Investment Policy and will include the following:*

- *Listing of individual securities held at the end of the reporting period*
- *Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with GASB requirements)*
- *Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks*
- *Listing of investment by maturity date*
- *Percentage of the total portfolio which each type of investment represents*
- *Calculation of the total rate of return which reflects the true earnings of the portfolio and incorporates cash flows, changes in market value and income earned.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 215.47, 215.475, 215.85(5), 218.415, 1001.64(44), 1010.01, 1010.02, F.S.;  
Rules 6A-014.075, 6A-14.0765, F.A.C.

History: ..... 1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-5.06 BONDS

~~I. The President may require equipment and service contract vendors to furnish performance bonds if it is deemed advisable.~~

~~II. All college personnel handling college funds shall be bonded by the Board of Trustees.~~

Specific Authority: 1001.64(2) & (4), F.S.

~~Law Implemented: 240.313(7), 240.319(3)(a), 240.325, 240.363, F.S.; SBE Rules 6A-14.246, 6A-14.262(11)(g), F.A.C.~~

History: Formerly 6Hx23-5-4.01; Readopted, filed, and effective 10/25/77; 1/17/12. To Be Repealed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

## 6Hx23-5.07 AUXILIARY ENTERPRISES AND UNDESIGNATED GIFTS

I. The Board of Trustees authorizes and directs the President to operate or contract for the operation of auxiliary services and enterprises, and to use funds generated from auxiliary operations and contracts, and from

undesigned gifts as provided, in accordance with State Board of Education Rules, Florida Administrative Code, and as set forth in the College's procedures.

II. Auxiliary enterprise funds and undesigned gifts shall be spent at the discretion of the President for the benefit of the college as follows:

A. The promotion of the college and public relations including the following:

1. graduation
2. visiting committees activities
3. orientation and other student services
4. conferences
5. recruitment
6. receptions
7. speakers
8. awards
9. recognitions
10. BOT activities

B. The expenditure related to hospitality of business guests shall not exceed one percent of the prior year total expenditures in the current unrestricted fund.

~~I. The college is authorized to operate and/or to contract for auxiliary services including food services, vending machines, bookstores, and other such auxiliary services which are necessary, as a service to, and incidental to, the instructional program of the college.~~

~~II. B. The hospitality of business guests at the college and elsewhere, as prescribed by State Board of Education Rule 6A-14.0771.~~

~~III. Auxiliary enterprise funds may be spent for the planning, development, and execution of all college matters concerning the referendum election to be held pursuant to House Bill 597, 1995 Legislature, and for the education of the electorate on the purpose and ramifications of the referendum in a manner as permitted by law, by presenting public information through the media as well as all expenses associated with holding the election. The actual sum(s) authorized to be spent pursuant to this subsection of the rule shall, from time to time, be presented to the Board pursuant to the College's budget amendment process.~~

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64(12) & (44), 1010.08, F.S.; Rules 6A-14.072, 6A-14.077, F.A.C.

History: Formerly 6Hx23-5-5.01; Readopted 10/25/77; Amended 11/30/81, 6/24/85. Filed 6/24/85. Effective 6/24/85; 6/27/95. Filed - 6/27/95.

Effective - 6/27/95; 1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-5.0711 TRANSFER OF COLLEGE FUNDS TO DIRECT SUPPORT ORGANIZATIONS

The College receives contributions, which if contributed to the St. Petersburg College Foundation Inc., could be submitted to the state for matching funds. Florida Statutes ~~1001.64(40)~~ provides that the College's Board of Trustees may

adopt policies that provide procedures for transferring to the a direct support organization of that community college for administration by such organization contributions made to the community college. The Board of Trustees authorizes and directs the President to establish procedures related to the transfer of such funds.

~~Transfer of funds from the College to the St. Petersburg College Foundation may be made in the following manner:~~

- ~~I. A letter will be sent to the donor or the donor's representative requesting permission to transfer the funds.~~
- ~~II. Where a contact cannot be made as stated above, the decision to transfer the funds will be made by the vice president of Business Services.~~
- ~~III. A memorandum to the Board of Trustees will be prepared requesting approval of the transfer.~~

Specific Authority: 1001.64(2) & (4), F.S.  
Law Implemented: 1001.64(40), 1004.70, 1010.02, F.S.

History: ....1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-5.09 USE AND RENTAL OF COLLEGE FACILITIES AND RELATED EQUIPMENT

College facilities and equipment are intended primarily for educational purposes and for the benefit of the students and the best interest of the College. However, the President or designee may extend the use of the specified space

and facilities to other groups and organizations. The use and rental of College facilities and equipment for college-sponsored events and non-college activities shall be in accordance with the priorities established in College procedures.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Use of College Facilities, P6Hx23-5.09.**

- I. A. *The President, through designated representatives, including the director of the Leepa-Rattner Museum of Art, may grant permission to groups or individuals desiring to use College facilities for college-sponsored activities and for other than college-sponsored activities.*
- B. *Designated representatives shall be responsible for the completion of contract forms and for collecting and accounting for rental fees under parameters to be set forth in administrative procedure as provided herein.*
- C. *All other provisions of this Rule notwithstanding, under written parameters approved by the President, the rental of Museum areas and other portions of the facility in which the Leepa-Rattner Museum of Art is located, will be the responsibility of the Museum director and site administrator. Under written procedures approved by the President, the consumption of alcoholic beverages consisting of wine, champagne and/or beer is permitted at this facility and may be served only at weekend and evening events.*
- D. *All other provisions of this Rule notwithstanding, under written parameters approved by the President, the rental of the Palladium Theater will be the responsibility of the Palladium Theater director and site administrator. Under written procedures approved by the President, the consumption of alcoholic beverages consisting of wine, champagne and/or beer is permitted at this facility.*
- E. *Permission for the use of other special facilities, including the Music Center at the St. Petersburg/Gibbs Campus and the Digitorium at the Seminole Campus, and such other special facilities as the President may approve from time to time, may be granted by the President to the administrator of the site where such special facility is located, under parameters approved by the President consistent with this Rule.*

*A college-sponsored activity is defined as:*

- A. *One which is a recognized student activity for which a member(s) of the College staff has direct supervisory responsibility and is job related; or*



- B. *One which is a non-student activity in which the faculty/staff member is active and that has been approved as job related.*
  - C. *A co-sponsorship of an event between the College and another organization, so long as there is a benefit to the College and the co-sponsorship is approved by the provost or site administrator.*
  - D. *Open recreational time for faculty/staff, students, and the general public, when approved by the provost or site administrator, and supervised by a faculty/staff member.*
- II. *A written rental contract is required for all uses other than college-sponsored activities.*
- III. *College facilities shall not be rented if such rental shall interfere with the program of the College. Further, due to possible interference with College operations, College facilities will not be rented to any individual or group desiring to meet with College employees if the meeting is to be held during the working time of any employee who, but for his work requirements, would otherwise be eligible to attend the meeting.*
- V. *The establishment of fees for the use of facilities and related equipment shall be as follows:*
- A. *NO CHARGE for college-sponsored activities as defined in I. above for the use of College facilities from 8:00 a.m. Monday through 11:00 p.m. Friday upon submission of a written request signed by the faculty/staff member sponsoring the group, and approved by the Dean of Student Services; OR by the faculty/staff member, the president of the organization, and the site administrator.*
  - B. *NO CHARGE for college-sponsored activities as defined in I. above for the use of College facilities on weekends from 11:00 p.m. on Friday through 8:00 a.m. on Monday and all holidays to use a room(s) from a list maintained by the College of a space(s) that may be heated and cooled or that can be heated or cooled at minimal cost to the College. College-sponsored activities that do not choose to use one of the rooms designated for weekend or holiday use at no charge shall pay the full rental cost at the civic, professional, and non-profit educational group rates as provided in C. below.*
  - C. *For individuals and other groups; for civic, professional, and non-profit educational groups holding a valid state tax exemption number and for which the scheduled activity carries no admission charge; and for governmental agencies, the rental rate and other charges for the use of College facilities shall be determined through the administrative channels of the College, as directed by the President and published as a procedure.*

- D. *The rental agreement shall contain a provision stating that the renting individual, group or organization will hold the College, its Trustees, officers and employees harmless from all liability arising out of or resulting from any possible injuries occurring to persons or property on College premises during the time of rental. The renter shall further provide on an ACORD Form with evidence of comprehensive general liability insurance with a minimum limit of Three Hundred Thousand Dollars (\$300,000) combined single limits, also naming the Board of Trustees, St. Petersburg College, as an additional insured on the policy. In lieu of this requirement, the organization may pay the insurance premium established by the Florida Community Colleges Risk Management Consortium to insure the organization's use of the facility.*
- E. *The rental fees and insurance requirements may be waived by authority of the President upon the presentation of exceptional circumstances.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64 (34), F.S.; Rule 6A-14.0261, F.A.C.

History: ...1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

## 6Hx23-5.12 PURCHASING

The Board of Trustees authorizes the President or designee to approve the purchase of commodities, equipment, and services not in excess of the threshold amount specified in Category Five of Section 287.017, Florida Statutes, and to establish procedures to effectuate such. It shall be the policy of the College that efforts be made to obtain maximum value for all expenditures.

Any contract agreement entered into by the College requiring the expenditure of college funds shall be in accordance with the College contract procedures.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Purchasing, P6Hx23-5.12.**

- I. *The President or designee is authorized to approve the purchase of supplies, equipment, commodities and services not in excess of the threshold amount specified in Category Five, Section 287.017, Florida Statutes.*

*If the supplies, equipment, commodities or services to be purchased will exceed the amount set forth in Category Two as specified in Section 287.017, Florida Statutes, solicitation of competitive offers is required pursuant to State Board of Education Rule 6A-14.0734, unless exempted from the requirement. Competitive solicitations for purchases not exceeding the Category Five threshold as specified in Section 287.017 may be approved by the President or President's designee, provided however, that such approvals are listed and reported to the Board quarterly. Competitive solicitations for purchases exceeding the Category Five threshold shall be approved by the Board of Trustees.*

*Purchases from the same vendor for the same project or purpose may not exceed the threshold amount of Category Five, Section 287.017, Florida Statutes, unless approved by the Board.*

*The President or designee is authorized to approve the purchase of supplies, equipment, commodities or services, not in excess of the threshold amount specified in Category Five, Section 287.017, Florida Statutes, that are exempt from the State Board of Education competitive solicitation requirements, provided however, that exempt from competitive solicitation purchase approvals are listed and reported to the Board quarterly.*

*Alternatively, at the discretion of the President, any request for purchase of supplies, equipment, commodities or services not in excess of the threshold amount specified in Category Five, Section 287.017, Florida Statutes may be considered by the President's Cabinet prior to final approval, or considered by the President in consultation with the Board Chair prior to final approval, or presented by the President to the Board for approval.*

*Competitive solicitations or solicitations, as defined by State Board of Education Rule 6A-14.0734, include an invitation to bid, a request for proposal, request for quote, or an invitation to negotiate.*

*The Purchasing Department may utilize the "Invitation to Negotiate" (ITN) procurement model, defined by Section 287.012(17), Florida Statutes, as a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of*

*commodities or contractual services when it is determined that negotiations may be necessary in order to receive the best value. Approval by the President is required before issuing an ITN. The request for approval to issue an ITN must specify the specific purpose and rationale for invoking the process. Legal guidance may be requested of the college attorney during a given ITN process. The award of a contract or purchase order as a result of an ITN process may be through the approval authority of the President or by the Board of Trustees when beyond the approval authority of the President. The ITN process is not meant to be used to circumvent the traditional "Invitation to Bid" or "Request for Proposal" procurement models but may be used in those instances in which direct negotiations with one or multiple vendors is deemed by the College under the circumstances at hand to be more likely to lead to the best value.*

- II. It shall be the responsibilities of the various budget supervisors to determine their departmental needs for equipment, materials and supplies. These needs should be conveyed to Purchasing in sufficient detail far enough in advance of the time the items will be needed to enable Purchasing to select the best vendor for each purchase except as excluded in IV. below.*
- III. It shall be the responsibility of Purchasing to determine the best vendor for each purchase made by the College except as excluded in IV. below. In determining the best vendor, Purchasing shall consider price, quality, delivery time, past experience and availability of service.*
- IV. Reimbursable purchases by College employees shall be limited to a maximum of \$300.00 per day. Reimbursement may be obtained through either the use of a check request (\$100.01 to \$300.00) or petty cash (\$.01 to \$100.00). Proper documentation is required in one of the following forms:*
  - A. A bill of sale marked "paid," or an official cash register receipt with all items identified (this must be the actual original document received from the vendor; a photocopy or altered documentation is not acceptable); and*
  - B. A Petty Cash Reimbursement Voucher completed and signed by budget supervisor and submitted to the campus/center Business Office; or*
  - C. A Check Request completed and signed by budget supervisor and submitted to Business Services, District Office.*
- V. In the event that an invoice is received which is priced lower than a transaction approved by the President or designee, or the Board of Trustees, the College is authorized to pay the lesser amount without further approval.*

- VI. *Because of rapid changes in technology, the Board grants authorization to the President or designee to approve substitutes for specific items in a solicitation award upon notification from the vendor receiving the award that the ordered item(s) are no longer available. Said substitute(s) must be identical in cost to, or less in cost than, the amount(s) previously approved by the President or designee, or the Board. The budget supervisor for the transaction and the vice president of Information Systems must also certify that such substitution is acceptable.*
- VII. *The Board of Trustees delegates to the President or designee the responsibility for expenditures by the College, including the acceptance of the lowest or best competitive solicitation and/or rejection of competitive solicitations, subject to approval by the Board for award of certain purchases over the Category Five threshold amount specified in Section 287.017, Florida Statutes. If other than the lowest or best responsive offer meeting specifications is accepted, a public record of the justification shall be made.*

*Through the administrative structure of the College, the President has vested with the director of Purchasing certain responsibility and authority for procurement of property, supplies, and services.*

*No other employee of the College is permitted to order any materials, supplies, equipment, or services, on behalf of the College directly and on his/her own authority. However, in the absence of the director of Purchasing, the assistant director of Purchasing or the vice president or associate vice president of Business Services may act. No person may make any purchase involving the use of College funds unless authorized to do so, and then only through established rules and procedures. An exception is the Visa Procurement Card Program authorized by the Board involving the Facilities Planning & Institutional Services Department and the Collaborative Labs Program.*

*The President is authorized to include in the Visa Procurement Card Program from time to time, other programs and departments of the College, upon the recommendations of the associate vice president of Financial and Business Services and the director of Purchasing.*

*The payment of any unauthorized purchases may be the sole responsibility of the person placing the order.*

*Purchases of goods or services from businesses owned by or associated with College employees may violate the Code of Ethics for Public Officers and Employees (Part III, Chapter 112.311-112.31895, Florida Statutes. Specific questions should be forwarded by the budget supervisor, through administrative channels, to the college attorney.*

#### VIII. COMPETITIVE PRICING REQUIREMENTS

*All purchases of \$5,000 or less shall be made in accordance with good purchasing practices and in the College's best interest. Purchase orders may be issued at the discretion of the director of Purchasing or designee.*

*All purchases exceeding \$5,000, but not exceeding the Category Two threshold amount as specified in Section 287.017, Florida Statutes, require that at least three quotations be obtained by Purchasing, whenever possible, from responsible vendors.*

*All non-exempted purchases exceeding the Category Two threshold amount 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 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 that 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 process must originate through Purchasing.*

*The following are exceptions to competitive solicitations:*

- A. Purchases under Sections 946.515 (PRIDE) and 946.518 (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, graphic 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 shall include services for, including, but not limited to artistic services, instructional services, health services,*

*academic program reviews, lectures by individuals, 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 is 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 direction 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. The President or designee may waive solicitation requirements in emergencies when there is an imminent threat to students, employees, or public safety or when necessary to prevent damage to facilities caused by an unexpected circumstance.*

*K. Items for resale.*

*L. When soliciting a submittal for competitive offers and only one responsive offer is submitted, the College may purchase such products or service under the best terms it can negotiate.*

#### **IX. NON-COMPETITIVE PURCHASES FOR INSTRUCTIONAL AND OTHER PURPOSES**

*An academic department may, when the integrity and effectiveness of the instructional process requires, specify that "no substitutions or equivalents will be acceptable." Additionally, a non-academic department may, when necessity for compatibility requires, also specify that "no substitutions or equivalents will be acceptable." In either case, justification deemed adequate by the director of Purchasing must be submitted with the request.*

*In either event, such a request should be received by Purchasing at least 60 days before the item is needed.*

#### **X. MISCELLANEOUS SMALL CONSTRUCTION PROJECTS**

*Facilities Planning & Institutional Services frequently has miscellaneous small construction or remodeling projects throughout the College that*

*require immediate attention but which are difficult to price competitively because of job size and lack of detailed specifications. (A miscellaneous small construction or remodeling project shall not exceed the Category Two threshold amount as specified in Section 287.017, Florida Statutes in cost). Often the number of projects at any given time exceed the capacity of the in-house construction crew. Moreover, certain kinds of jobs may be more economically performed by a small contractor than if done in-house.*

*Therefore, the director of Facilities Planning & Institutional Services may select and pre-qualify several small contractors each fiscal year, or more frequently if necessary, to be presented to the Board of Trustees for selection as eligible to be chosen by the department to perform miscellaneous small construction or remodeling projects on a rotation basis.*

*The requirement for three competitive quotes will not apply under this procedure provided that a written quotation is received from the contractor selected to perform, and further provided, that said contractor produces evidence of adequate insurance and evidence of all required licenses.*

#### **XI. PUBLIC ENTITY CRIMES**

*Florida Statutes 287.133(2)(a), (b) prohibits accepting any competitive solicitation from, awarding any contract to, or transacting any business in excess of the Category Two threshold amount as specified in Section 287.017, Florida Statutes with any person or affiliates on the convicted vendor list maintained by the Department of Management Services for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list.*

#### **XII. YEAR-END CLOSING**

*The College Fiscal Year begins on July 1st and ends the following June 30th. There are certain year-end tasks that are required for closing the books and enabling the preparation of the Annual Financial Statement. These tasks are usually communicated separately or in a joint notification each year by the associate vice president of Business Services (Accounting) and the director of Purchasing. It is the responsibility of every department to ensure that any task involving its area is completed in a timely manner as directed by the year-end closing notification.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64(4)(b), (5), (26) & (28), 287.055, 287.133, 287.012(17), F.S.; Rule 6A-14.0734, F.A.C.

History: ..... Filed – 6/20/06. Effective – 6/20/06; 1/17/12. To Be Filed – 1/17/12.  
Proposed Date To Become Effective – 1/17/12.



6Hx23-6.899 INFORMATION TECHNOLOGY (IT) SECURITY PROGRAM

St. Petersburg College has established a framework for the Information Technology Security Program. The Board of Trustees authorizes and directs the President to develop and establish an Information Technology Security Program as set forth in the College's procedures.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on the Information Technology Security Program, P6Hx23-6.899.**

*I. Intent*

*This IT security program provides the framework for all rules, policies, procedures, awareness training, and related IT security technologies, descriptive materials, and documentation which, together, constitute the Information Technology (IT) Security Program for St. Petersburg College. The intent of the*

*IT Security Program is to protect and safeguard the electronic data assets of the college, and the privacy of sensitive student, faculty, and staff data.*

*II. Related Rules*

*6Hx23-6.900 Information Technology Acceptable Use Policy*

*6Hx23-6.9011 Web Page Development and Server Utilization*

*6Hx23-6.9012 Information Technology Audit and Monitoring Policy*

*6Hx23-6.9013 Information Technology Password Policy*

*6Hx23-6.9014 Information Technology Wireless Communications Policy*

*6Hx23-6.9015 Information Technology Remote Access Policy*

*6Hx23-6.9016 Information Technology Server Security Policy*

*6Hx23-6.9017 Information Technology Computer Security Policy*

*III. Related Procedures*

*A. P6Hx23-1.8101 Administrative Computer and Network Systems Security*

*P6Hx23-1.8102 Administrative Computer Rooms General Security*

*P6Hx23-1.8103 Access to the Administrative Computer System After Hours*

*P6Hx23-1.8104 Electronic Security of Administrative Computing and Network Functions*

*P6Hx23-1.8105 Internet Firewall Security Controls*

*P6Hx23-1.8106 Authorization for Collegewide Network Security Passwords*

*P6Hx23-1.8108 Authorization for Unix System Security Passwords*

*P6Hx23-1.8109 Authorization for PeopleSoft System User Accounts*

*IV. Protection of Information and Access Agreement*

*As part of this framework for the Information Technology (IT) Security Program, all SPC employees who require access to college data are required to sign the college's Protection of Information and Access Agreement form.*

*Employees are required to sign the Protection of Information and Access Agreement form during employee orientation, when user accounts are established, or no later than completion of the IT Security Awareness training.*

*Signed forms are to be forwarded to the systems analyst in Administrative Information Systems (AIS), with a copy to the employee's Human Resources file, and retained throughout an employee's tenure with the College.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64(18), (45); 1006.52, F.S.; Rule 6A-14.0261, F.A.C.

History: Adopted – 6/17/08. Filed - 6/17/08. Effective - 6/17/08; 1/17/12. To Be Filed – 1/17/12. Proposed Date to Become Effective 1/17/12.

## 6Hx23-6.900 INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

St. Petersburg College has established an acceptable use policy for Information Technology. The Board of Trustees authorizes and directs the President to develop and establish Information Technology Acceptable Use policies as set forth in the College's procedures.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Information Technology Acceptable Use, P6Hx23-6.900.**

### *I. Intent*

*The Board of Trustees shall allow and restrict use of information technology as outlined in the following sections labeled Acceptable Use and Prohibited Use. In cases requiring authorization or approval as required herein, such approval will come from the cabinet member in charge of the area requesting such authorization or approval and the vice president for Information Technology, or their appointed designees.*

## II. Scope

*The scope of this policy includes all students, employees, visitors, contractors, consultants, etc. using information technology resources at St. Petersburg College. Inappropriate use exposes St. Petersburg College to risks including virus attacks, compromise of network systems and services, and potential legal issues.*

## III. General

*While St. Petersburg College's network administration desires to provide a reasonable level of privacy, users should be aware that the College reserves the right to restrict access and protect its systems from misuse or damage.*

## IV. Acceptable Use

- A. *Information technology use that supports and enables the effective and efficient completion of job description duties and assigned tasks is acceptable.*
- B. *Information technology use by faculty (and students under the direction of faculty) that contributes to scholarly research and academic work within the boundaries of the approved curriculum is acceptable.*
- C. *Occasional and infrequent personal use by employees that does not interfere with job duties, supersede work responsibilities, or add additional costs to the College is acceptable. The cost to the employee per page for printing shall be the same as the cost per page for a photocopy as set forth in Board of Trustees' Rules 6Hx23-5.171 and 6Hx23-5.28.*
- D. *Occasional and infrequent personal use by students that does not interfere with teaching or add additional costs to the College is acceptable. The cost to the student per page for printing shall be the same as the cost per page for a photocopy as set forth in Board of Trustees' Rule 6Hx23-5.171.*
- E. *All electronic records created, transmitted or received in connection with the transaction of College business are considered public records. Email correspondence, as well as other electronic documents, messages or records, must be preserved and maintained to the extent possible and in accordance with applicable state law, and these Board of Trustees' Rules and Procedures. Faculty and staff are required to utilize their College email account (including, where appropriate, their ANGEL/LMS account) when transmitting and*

*receiving electronic correspondence in the course of conducting work related to the College. It should be noted, however, that the use of personal email accounts or other non-college accounts to communicate College related business is subject to disclosure pursuant to the Florida Public Record Act. (Chapter 119, Fla. Stats.)*

V. *Prohibited Use*

- A. *Use of College information technology at any time, or use of personal non-College owned technology while connected to the College network, to break any international, federal, state or local law (or to aid in any crime) is prohibited.*
- B. *Use of College information technology for creation, storage, display or transmission for a profit-oriented, commercial, political, or business purpose is prohibited.*
- C. *Consistent with the College's sexual harassment policy, creating, viewing, storing, transmitting or publicly displaying pornographic (as defined by the U.S. Supreme Court), obscene, defaming, slanderous, harassing, or offensive data (including sound, video, text, and graphics data) is prohibited.*
- D. *Circumventing established College software security procedures or obtaining information system access and passwords to which one is not entitled is prohibited.*
- E. *Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not licensed for use by St. Petersburg College is prohibited.*
- F. *Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) is prohibited.*
- G. *Revealing your account password to others or allowing use of your account by others is prohibited.*
- H. *Effecting security breaches or disruptions of network communication is prohibited. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.*

- I. *Port scanning or security scanning is expressly prohibited unless prior notification to Information Systems – networks department is made.*
- J. *Unauthorized alteration, modification, or removal of College hardware security systems is prohibited.*
- K. *Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam) is prohibited.*
- L. *Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type is prohibited.*
- M. *Unauthorized use, or forging, of email header information is prohibited.*
- N. *Unauthorized access, alteration, or destruction of another employee's data, programs, or electronic mail is prohibited.*
- O. *Connecting or installing unauthorized personal or non-College owned information technology hardware or software to the College network without prior approval is prohibited.*
- P. *Installing non-College owned software without prior approval and documented proof of legal licensure is prohibited.*

#### VI. *Notification and Acceptance*

- A. *Electronic banners will be implemented wherever possible as a means of communicating the Information Technology Acceptable Use Policy Rule 6Hx23-6.900 to students, faculty and staff.*
- B. *Printed posters and other means of notification of the Information Technology Acceptable Use Policy Rule 6Hx23-6.900 will also be posted in common areas, computer labs and information commons where possible.*
- C. *Student handbooks shall include information regarding the College's Information Systems rules and procedures including the Information Technology Acceptable Use Policy Rule 6Hx23-6.900.*
- D. *Faculty and staff are required to participate in a security awareness training class or video streamed presentation. This shall be done at least once during employment or at time of employee orientation.*
- E. *Faculty and staff are required to sign an acceptance waiver acknowledging his/her understanding of the Information Technology*

*Acceptable Use Policy Rule 6Hx23-6.900 and other applicable Information Technology security rules and procedures.*

*VII. Inspection*

- A. The Board reserves the right to review and inspect all data and materials on any computer, server, network or other information systems furnished by the College to any student or employee.*
- B. St. Petersburg College reserves the right to audit or monitor networks and systems on a periodic basis to ensure compliance with this policy.*
- C. For equipment not furnished by the College, permission to inspect must be granted by the owner, unless otherwise provided by law. In the event of suspected criminal activity local, state or federal law enforcement will be notified.*

*VIII. Consequences of Unacceptable Use*

- A. Unacceptable use may result in the revocation of access to College information technology.*
- B. Employees and students who violate this Rule shall be subject to discipline from reprimand to dismissal. The following disciplinary procedures shall apply:*
  - 1. Career Service Employees*

*Career service employees may be subject to disciplinary action as provided in the Board of Trustees' Rules relating to career service employees.*
  - 2. Administrative Staff and Faculty Members*

*Administrative staff and faculty members may be subject to disciplinary action as provided in the rules of the Department of Education, Florida Administrative Code and Board Procedure P6Hx23-2.2012.*
  - 3. Students*

*Students may be subject to discipline as provided in Board of Trustees' Rules 6Hx23-4.33 and 6Hx23-4.35.*
- C. Remedial or disciplinary action will depend upon the nature of the incident(s).*

Specific Authority: 1001.64 (2) & (4), F.S.

Law Implemented: 1001.64 (2), (4), (8), (18), & (45); 1006.60, F.S.

History: Adopted - 3/15/94. Effective - 3/15/94; 3/16/99. Filed - 3/16/99.  
Effective - April 1, 1999; 6/17/08. Filed 6/17/08. Effective - 6/17/08;  
10/18/10. Filed – 10/18/10. Effective – 10/18/10; 1/17/12. To Be Filed  
– 1/17/12. Proposed Date to Become Effective 1/17/12.

## 6Hx23-6.9011 WEB PAGE DEVELOPMENT AND SERVER UTILIZATION

St. Petersburg College has established a policy for Web Page Development and Server Utilization. The Board of Trustees authorizes and directs the President to develop and establish Web Page Development and Server Utilization policies as set forth in the College's procedures.

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Web Page Development and Server Utilization, P6Hx23-6.9011.**

### *I. Purpose and Intent - Professional and Academically Oriented*

*A. The purpose of St. Petersburg College's presence on the World Wide Web is to offer information to the College community and promote communication among students, faculty, staff and administrators. Our web presence is a first point of contact for many prospective students and job seekers and should, therefore, represent the College in a professional and academically oriented manner.*

*B. Any web page representing St. Petersburg College, whether residing on College-owned servers or on an outside service provider, should contain content that is both professional and academically oriented.*

### *II. Content Suggestions*

*It is recommended that the following information be updated regularly and kept relevant:*

*A. Contact information (office location, telephone number/extension, email)*



- B. *Office hours*
- C. *Current events and deadlines relating to your subject area (including Syllabi)*
- D. *Academic or student services offered*
- E. *Prominent notice that the St. Petersburg College employee claims no responsibility for content of linked resources/sites existing outside the St. Petersburg College web, where applicable.*
- F. *For faculty pages and other support staff pages, where appropriate:*
  - 1. *Individual employee's academic title (Faculty see: Board of Trustees' Procedure P6Hx23-3.901, Academic Titles: Establishment of Academic Ranks.)*
  - 2. *Educational background and professional experience*
  - 3. *Photo*
  - 4. *Limited personal information for the purpose of acquainting St. Petersburg College employee to students (not to exceed 5% of an individual's web site)*
- G. *Supplemental information or resources (web or otherwise) pertaining to the course subject.*

### *III. Prohibited Uses of St. Petersburg College's Web Resources*

- A. *Advertisement of outside business ventures*
- B. *Display of extensive personal photo collections*
- C. *Publishing of personal or hobby web sites*
- D. *Posting of copyrighted materials without appropriate permissions*
- E. *Public posting of opinions and information bearing no relevance to subject matter*
- F. *Back up medium for other documents not utilized on your web page (i.e., memos, email, graphics, video), except with permission*
- G. *Inappropriate use of College seal, name or likenesses*
- H. *Any material in violation of Board Rule or Procedure*

- I. *Installation of web-based software without specific authorization from SPC department responsible for affected server's content*
- J. *Infringement upon any copyright, trademark patent or other proprietary rights of third parties*

#### IV. *Responsibility for Department Specific Content*

- A. *All content on departmental web sites including, but not limited to, video, audio, or other multimedia files is subject to the approval process of the SPC department responsible for that content.*
- B. *Monitoring the accuracy, timeliness, relevance of all content on departmental web sites is the responsibility of the respective SPC department.*

#### V. *Enforcement and Consequences*

*Failure to abide by this Rule 6Hx23-6.9011 as it pertains to Article III Prohibited Uses of St. Petersburg College's Web Resources may result in any or all of the following actions:*

- A. *Request that the St. Petersburg College employee remove inappropriate materials.*
- B. *Notification of employee's supervisor(s).*
- C. *Removal of materials by SPC department responsible for affected servers content.*
- D. *Downgrade of employee's web server access privileges to read only.*
- E. *In the event of loss to access privileges, employee's supervisor may be granted access to post to server on behalf of employee, as is necessary for the fulfillment of employee's job duties.*

*Failure to abide by this Rule 6Hx23-6.9011 as it pertains to Article III Prohibited Uses of St. Petersburg College's Web Resources may also constitute a violation of other Board Rules and Procedures, including Board Rule 6Hx23-6.900 Information Technology Acceptable Use Policy. Nothing provided herein shall preclude disciplinary action for violation of such other Rules and Procedures.*

Specific Authority: 1001.64 (2) & (4), F.S.

Law Implemented: 1001.64 (2), (4), (8), (18), & (45); 1006.60, F.S.

History: 9/11/01. ...1/17/12. To Be Filed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-6.9012 INFORMATION TECHNOLOGY (IT) SECURITY AUDITING AND MONITORING POLICY

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Information Technology Security Auditing and Monitoring, P6Hx23-6.9012.**

*I. Intent*

*The College President, or his designee, provides the authority for members of the College's Information Systems department to conduct IT security auditing and monitoring on any system at St. Petersburg College or connected to the St. Petersburg College network. This authority may also be extended to independent contractor agencies via approved purchase orders and/or agreements.*

*Such IT security audits and monitoring may be conducted to:*

- A. Ensure integrity, confidentiality and availability of information and resources*
- B. Investigate possible security incidents and ensure conformance with St. Petersburg College rules and procedures*

*II. Scope*

*This policy covers computing and communications equipment used for College business. This includes but is not limited to computers, servers, telephones, wireless and other communication devices.*

*III. Policy*

- A. When requested, and for the purpose of performing an audit, any access needed shall be provided to network security staff.*

- B. *Certain devices will be required to facilitate ongoing monitoring and auditing. This may require special configuration settings and software.*
  - C. *The College's director of Network Systems will initiate an independent IT security audit or assessment covering critical systems at least once every two (2) years. The results of these independent assessments will be shared with the person(s) responsible for the affected systems. Such person(s) responsible for the affected system shall be required to take corrective action with respect to all critical and high risk vulnerabilities or reported issues in a timely manner.*
- IV. *Enforcement and Consequences*

*Noncompliant systems or devices may be disconnected from the St. Petersburg College Network and/or impounded to a secure location pending assessment of an incident by the campus provost or the vice president of Information Systems.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: ~~1001.64(2), (4), (8), (18), (45); 1006.52; 1006.60, F.S.; Rule 6A-14.0261, F.A.C~~

History: Adopted – 6/17/08. Filed - 6/17/08. Effective - 6/17/08; 1/17/12; To Be Repealed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

## 6Hx23-6.9013 INFORMATION TECHNOLOGY PASSWORD POLICY

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Information Technology Password Policy, P6Hx23-6.9013.**

### *I. Purpose*

*The purpose of this policy is to establish standards for the creation of strong passwords, password protection, and frequency of password changes. Passwords are the primary means by which access to information, computing systems and services are controlled.*

### *II. Scope*

*The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any computing system that resides at any St. Petersburg College facility, has access to the St. Petersburg College network, or stores any St. Petersburg College information.*

### *III. Policy*

#### *A. General*

- 1. All system-level passwords (e.g., root, enable, NT admin, application administration accounts, etc.) must be changed at least every 90 days.*
- 2. All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at least every 60 Days.*
- 3. User accounts that have system-level privileges granted through group memberships or programs such as "sudo" must have a unique password from all other accounts held by that user.*

4. *Where Simple Network Management Protocol (SNMP) is used, the community strings must be defined as something other than the standard defaults of "public," "private" and "system" and must be different from the passwords used to log in interactively. All default or factory system passwords must be changed.*
5. *Passwords for SPC business use should not be used on personal accounts for internet services such as EBay, trading, or banking.*
6. *Passwords which are suspected of being disclosed or otherwise compromised must be changed.*
7. *Suspected or actual password compromise or breeches shall be reported to the director of Network Systems promptly.*
8. *Passwords may not be posted on computers, desks, or unsecured locations.*
9. *Application and system developers must ensure that programs and scripts are consistent with the password security policy.*

*B. Requirements*

1. *User account passwords should remain secret. They should not be disclosed to others, including supervisors, administrative assistants, or technical support personnel.*
2. *Passwords should not be sent via email, recorded, electronically transported, or stored on unencrypted media or in unsecured enclosures.*
3. *Reuse of previous passwords should be avoided.*
4. *Passwords should not be stored in a digital file on any unencrypted computer system including portable devices, cell phones or media.*
5. *Passwords should not be stored or transmitted electronically in clear text or in any easily decipherable form.*
6. *Passwords should be selected with careful consideration using the following "strong" password characteristics:*
  - a) *Six or more characters long*
  - b) *Contains at least two numeric characters*

- c) *Contains both upper and lower case character*
- d) *Contains no words found in any language or dictionary*
- e) *Not based on personal information (family, pets, business, birthdates, etc.)*
- f) *Contains no text pattern found in the account name*
- g) *Contains at least one special character, such as !@#\$%^&\*()\_+|~-=\`{}[]:;'<>?,./)*

#### IV. *Enforcement and Consequences*

- A. *The Information Systems – Networks staff where possible will utilize technological means to enforce:*
  - 1. *Minimum password length – 6 characters*
  - 2. *Maximum password age – 60 days*
  - 3. *Password history – last four passwords*
- B. *Password cracking or guessing may be performed on a periodic or random basis by Information Systems - Networks or its delegates. If a password is guessed or cracked during one of these scans, the user will be required to change it.*
- C. *Violation of this policy may result in the revocation of access to the College information technology resources.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: ~~1001.64(2), (4), (8), (18), & (45); 1006.60, F.S.~~

History: Adopted – 6/17/08. Filed – 6/17/08. Effective – 6/17/08; 1/17/12; To Be Repealed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

## 6Hx23-6.9014 INFORMATION TECHNOLOGY WIRELESS COMMUNICATIONS POLICY

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Information Technology Wireless Communications, P6Hx23-6.9014.**

### *I. Purpose*

*The College provides access to wireless communications via separate wireless networks for administrative, public, and student uses. This policy specifies access criteria for wireless users and the conditions under which wireless devices may operate when connected to St. Petersburg College's networks.*

### *II. Scope*

*This policy covers all wireless data communication devices (e.g., personal computers, cellular phones, PDAs, etc.) connected to any of St. Petersburg College's networks. This includes any form of wireless communication device capable of transmitting packet data (e.g.: 802.11a-n, WiFi, BlueTooth, etc.). Wireless devices and/or networks without any connectivity to St. Petersburg College's networks do not fall under the purview of this policy.*

### *III. Compliance Requirements*

*Only wireless devices meeting the standards specified below or those which have been granted an exclusive waiver by the director of Network Systems are approved for connectivity to St. Petersburg College's networks.*

*A. Students, faculty, staff, visitors, and other members of the general public must be authorized via user ID and password authentication before connecting to St. Petersburg College's wireless networks. Such authorization may be obtained as described in the foregoing sections of this policy.*

*B. Students, staff and faculty must enter their assigned College user ID and password to log on to SPC wireless networks.*



- C. *Members of the general public are required to use an assigned user ID and password to log on to the wireless network. Proof of identification is required in order to register for an individual user ID and password. This assigned user ID and password must be used to log on to the wireless network.*
- D. *Special visitors, events or classes may be given specific instructions for access to college wireless networks as approved by the director of Network Systems.*
- E. *All wireless access points and other related wireless equipment must be approved and registered with the College's director of Network Systems or his/her designee prior to purchase or installation on St. Petersburg College's networks.*
- F. *All such devices will be configured and maintained by the College's Network Systems and Network Academic Support staff unless explicitly authorized by the director of Network Systems.*
- G. *All such devices will be configured to authenticate via the centralized authentication system unless an explicit exception is granted by the director of Network Systems.*
- H. *All computer systems accessing the College wireless networks shall comply with the Information Systems Computer Security Policy, Rule 6Hx23-6.9017.*

#### *IV. Limitations*

- A. *Because of the "public" nature of the Public Wireless Network, all connections and usage are at the risk of the Public Wireless Network user.*
- B. *The College accepts no responsibility for protecting the privacy of information transmitted via the student and public wireless networks or wireless devices.*

#### *V. Enforcement and Consequences*

*The College's Network Systems staff will scan the College network periodically for unauthorized wireless devices. Any such devices will be disconnected from the St. Petersburg College Network and/or impounded to a secure location pending an assessment of an incident by the campus provost or vice president of Information Systems.*

*Violation of this policy may result in the revocation of access to all St. Petersburg College information technology resources.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: ~~1001.64(2), (4), (8), (18), & (45); 1006.60, F.S.~~

History: Adopted – 6/17/08. Filed - 6/17/08. Effective – 6/17/08; 1/17/12. To Be Repealed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

## 6Hx23-6.9015 INFORMATION TECHNOLOGY REMOTE ACCESS POLICY

**\*Please note that the text below in italics will move in its entirety without change or revision to the College’s Procedure on Information Technology Remote Access, P6Hx23-6.9015.**

### *I. Purpose*

*The purpose of this policy is to provide guidelines for obtaining remote access to information technology devices on the St. Petersburg College network via Remote Access Services (RAS) and Virtual Private Network (VPN) connections.*

### *II. Scope*

*The scope of this policy includes personally owned equipment, equipment owned by the College, and all College employees, contractors, consultants, temporaries, and other workers utilizing remote access to and from the College’s network through RAS, VPN or dial-up services.*

### *III. Policy*

#### *A. General*

*Approved St. Petersburg College employees, contractors or other workers who accept all remote access user responsibilities and requirements may utilize the benefits of remote access to the St. Petersburg College network.*

#### *B. Requirements*

- 1. A Remote Access Service Request Form must be completed by the requestor, approved by the appropriate department authority and submitted to the associate vice president of Information Systems.*
- 2. Remote access to the St. Petersburg College network must be authorized by the associate vice president of Information Systems or a designee.*
- 3. The VPN user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees. The VPN user will be subject to the conditions and performance constraints of their*

*chosen ISP. The College is not responsible for ISP conditions and constraints.*

- 4. Remote access to the College's network is a privilege. The privilege is not perpetual and is subject to review, modification and re-approval at any time.*
- 5. VPN users are responsible for all activities of the VPN user while connected to the College's network and for maintaining the confidentiality of account passwords.*
- 6. VPN users are responsible for restricting access to stations used for VPN access while connected to the College's network and for ensuring that other users are not allowed access to the remotely connected stations.*
- 7. When actively connected to the College's network over the VPN, users accept that the remote station becomes an extension of the College's network and, as such, is subject to the same usage rules that apply to College-owned equipment. All computer usage while connected is subject to all SPC rules and policies including but not limited to the INFORMATION TECHNOLOGY ACCEPTABLE USE Rule 6Hx23-6.900.*
- 8. When actively connected to the College network over the VPN, computing activity from the remote computer will appear to systems abroad to have originated from an SPC network, regardless of the network the remote station is physically on. The College is responsible for all such activity and could be penalized or held liable for misuse. Therefore, remote access activity may be subject to monitoring and logging.*
- 9. VPN Users are responsible for ensuring that remote stations are configured to comply with St. Petersburg College's Remote Access Policy, Password Policy and Computer Security Policy.*
- 10. VPN Users are responsible for ensuring that the remote station is secure and meets the operational configuration required for secure VPN connections. This may include specific operating systems versions or updates, specialized software applications (ex: antivirus, antispyware, and firewall software), and specific operational settings as communicated by the College's Network Systems staff.*
- 11. Users must log out when access to SPC networks is not being actively used. VPN users may be automatically disconnected from the SPC network after a time period of inactivity. The user must then logon again to reconnect to the network.*

12. *Remote access users should be aware that maintenance of the VPN will take place as necessary during off peak hours. Emergency repairs will be made as needed.*
13. *The use of remote control software or remote file sharing software that grants access to College computer systems by tunneling through or by-passing College firewalls or the SSL VPN system is strictly prohibited without the written permission of the associate vice president of Information Systems or a designee (e.g.: PCAnywhere, GotoMyPC, VNC, Netmeeting, Remote Desktop, SSH, Telnet Server, FTP Server, IRC Server). Unauthorized systems will be disconnected from the St. Petersburg College network and/or impounded to a secure location pending assessment of an incident by the campus provost or Vice president of Information Systems.*
14. *All modems on the College's network should be turned off, disabled or unplugged from the phone lines when not in use.*
15. *Students and the general public are prohibited from connecting modems to College's telephone lines.*
16. *Dual (split) tunneling is NOT permitted; only one network connection is allowed (e.g.: Internet Connection Sharing, proxy connections, etc.).*
17. *All remote access including modems and VPN gateways will be set up and managed by the College Network Systems staff.*

#### *IV. Enforcement and Consequences*

- A. *Violation of this policy may result in the revocation of access to St. Petersburg College information technology resources.*
- B. *SPC system administrators may temporarily suspend access privileges if necessary to maintain the integrity of network resources.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: ~~1001.64(2), (4), (8), (18), & (45); 1006.52; F.S.; Rule 6A-14.0261, F.A.C.~~

History: Adopted - 6/17/18. Filed - 6/17/08. Effective - 6/17/08; 11/17/09. Filed – 11/17/09. Effective – 11/17/09; 1/17/12. To Be Repealed – 1/17/12. Proposed Date To Become Effective – 1/17/12.

6Hx23-6.9016 INFORMATION TECHNOLOGY SERVER SECURITY POLICY

**\*Please note that the text below in italics will move in its entirety without change or revision to the College’s Procedure on Information Technology Server Security Policy, P6Hx23-6.9016.**

*I. Purpose*

*The purpose of this policy is to establish minimum IT security standards for the configuration of the College’s server computing equipment. Effective implementation of this policy will minimize the risk of unauthorized access to servers and limit interruptions to the services provided by the College’s servers.*

*II. Scope*

*This policy applies to server computing equipment owned and/or operated by St. Petersburg College, and to any server equipment connected to the St. Petersburg College network.*

*III. Compliance Requirements*

*A. General*

*All server equipment must be approved and registered with the College’s director of Network Systems prior to being connected to the College network. The director of Network Systems is required to maintain a list of all servers, including the name(s) of the server system administrators, its network address and installed services for each server. If the server is not administered by the College’s director of Network Systems staff, then the name of the technical administrator of the server along with contact information must be provided to the director of Network Systems.*

*B. Server Security Requirements*

- 1. All servers must be approved by and registered with the director of Network Systems or designee prior to purchase.*
- 2. All server moves or new installations must be coordinated with the director of Network Systems or designee prior to being connected or reconnected to the network.*

3. *All servers shall be inspected by the director of Network Systems or designee prior to being connected to the network at which time the following shall be verified:*
  - a) *Proper operating system installation and licensing*
  - b) *Domain membership, trusts and permissions*
  - c) *Server applications, compatibility and correct configuration*
  - d) *Service packs and security updates*
  - e) *Proper minimum security and rights assignment*
  - f) *Availability of administrative access to Information Systems staff, director of Network Systems, or designee*
  - g) *Installation and operation of anti-virus software*
  - h) *Personal and sensitive data content*
4. *An annual inspection of all College servers will be conducted by an Information Systems representative to re-verify the requirements above.*
5. *All Windows based servers must run up to date anti-virus software. Exceptions to this policy must be approved by the director of Network Systems.*
6. *Servers must be updated weekly with the latest service packs and security patches, with the exception of service packs and security patches that are known to have adverse effects on the operation of services. Such exceptions shall require the approval of the director of Network Systems or designee.*
7. *Requests for static IP (internet protocol) addresses for servers shall be submitted via a work order placed through the College's Technical Support Helpdesk. All such requests must be approved by the director of Network Systems or a designee.*
8. *Servers requiring a static IP address shall host only essential services and applications. Any unnecessary services and applications must be disabled or removed.*
9. *Remote administrative access shall be limited to authorized users inside the College network, or through the Internet via virtual private network.*

10. *Use of FTP, Telnet, and R-commands should be replaced with secure alternatives like SSH and SCP where possible.*
11. *Local access to server consoles shall be limited to authorized administrators.*
12. *Where necessary, an enterprise configuration agent shall be installed on servers to enable remote monitoring and surveillance.*

#### *IV. Server Data Security*

- A. *The security of data stored on College servers maintained by Information Systems staff is the responsibility of Information Systems staff with support of the data owner and creator.*
- B. *The security of data stored on College servers maintained by campus staff is the responsibility of the campuses technical staff with support of the data owner and creator.*
- C. *Responsibility for archiving or backing up data lies with the data owner, creator, or maintainer. Campus staff may make requests for Information Systems backups of campus data by submitting such requests via the College's Technical Support Desk work order system. The director of Network Systems shall be responsible for providing the technical means for centralized data backups. However, responsibility for State or department mandated archiving procedures shall remain with the data owner, creator, or maintainer.*
- D. *Downloading of personal and sensitive information such as names, addresses, SSN's, and other sensitive information shall be strictly prohibited except if required to perform duties outlined in the employee's position description.*
- E. *Servers should be equipped with encryption and/or intrusion detection technologies to protect against unauthorized access to personal and sensitive data.*
- F. *All storage media must be completely overwritten with random information prior to disposal or transfer to another entity (including hard disks, tape media, floppy disks, and any other writable media). If media cannot be overwritten, media shall be destroyed.*

#### *V. Enforcement and Consequences*

- A. *Violation of this policy may result in the revocation of all access to the St. Petersburg College Information Technology resources.*

- B. *Unauthorized devices may be disconnected from the St. Petersburg College network and/or impounded to a secure location pending assessment of an incident by the campus provost or vice president of Information Systems.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: ~~1001.64(2), (4), (8), (18), & (45); 1006.52; 1006.60, F.S.~~

History: Adopted – 6/17/08. Filed - 6/17/08. Effective – 6/17/08; 1/17/12. To Be Repealed 1/17/12. Proposed Date To Become Effective – 1/17/12.



## 6Hx23-6.9017 INFORMATION TECHNOLOGY COMPUTER SECURITY POLICY

**\*Please note that the text below in italics will move in its entirety without change or revision to the College's Procedure on Information Technology Computer Security, P6Hx23-6.9017.**

### *I. Purpose & Intent*

*This policy is intended to establish minimum IT security standards for workstations, portable computers and personal data assistants (PDA's) that reside inside of St. Petersburg College's Internet firewall.*

### *II. Compliance Requirements*

*All users shall be required to attend security training in order to understand the protections that each computer system automatically applies, the basic protective measures that are maintained by campus support technicians (TRSs) or information systems, and their role in ensuring compliance.*

#### *A. Identification Information*

*The management or designee of each College campus, site or department must work with Information Systems or Property Records, as the case may be, to maintain up to date records identifying the user or user group utilizing a given College owned computer system.*

#### *B. Computer Security*

- 1. All computers shall be configured to have a password-enabled screen saver. This security lockout feature shall automatically initiate after the computer remains idle from user interaction after a predefined time period. A user must then reenter their password to gain access to the computer. Exceptions may be granted for special purpose systems (Kiosk, etc.) whose operation may be adversely impacted while running a screen saver. Where possible, technical resource staff shall initially configure these settings. The user is responsible for ensuring that the feature remains enabled.*
- 2. All workstations, portable computers, and PDA's must be updated with the latest security patches, virus scanning software and virus data files (where applicable). Patches for high-risk vulnerabilities shall be installed within 24 hours of notification. Where possible, technical resource staff shall configure automatic security updates. The user is responsible for ensuring that the patching remains current.*

3. *All software installed on College computers must be College owned or licensed through the College. Exceptions to the above restriction must be documented and approved by the department supervisor to whom the employee reports after consultation with the Administrative Information Systems (AIS) software license administrator. Technical resource staff performing initial software installation shall verify proper licensing. The user is responsible for ensuring that any software installed by the user is in accordance with this Rule.*
4. *Installation, introduction or connection of administration domains (forests, NT4 domains, or workgroups) to College networks is prohibited, unless prior approval is obtained from the College's director of Network Systems. In the absence of the director of Network Systems, the associate vice president of Information Systems may authorize such access.*
5. *All PDA's used to connect directly to College computers must be College owned. Exceptions to this must be documented and approved by the department supervisor to whom the employee reports after consultation with the College's director of Network Systems.*
6. *Computers shall not have software or services installed that could interfere with traditional network services or routing services (e.g.: Dynamic Routing Protocols, DHCP, BootP, PxE, RARP...).*
7. *The use of remote access technology or remote file sharing mechanisms which grant access to College computers from outside the College firewalls (e.g.: PC-Anywhere, GotoMyPC, VNC, NetMeeting, Remote Desktop, SSH, Telnet server, FTP server, IRC...) is strictly prohibited without the written permission of the College's director of Network Systems.*
8. *Workstations, portable computers, and PDA's should be reasonably secured.*

#### *C. Computer Data Security*

1. *Personal and sensitive information, including, but not limited to, names, addresses, and SSNs should only be downloaded to perform duties outlined in the employee's position description.*
2. *Effective in 2008-09, new laptop computers assigned to employees whose job duties require storage of personal and sensitive information shall use encryption technology to protect such sensitive information in the event of loss or theft of the laptop. Exceptions to this must be documented and approved by the*

*department supervisor to whom the employee reports after consultation with the College's associate vice president of Information Systems.*

- 3. All storage media must be completely overwritten with random information prior to disposal or transfer to another entity (including hard disks, tape media, floppy disks, and any other writable media). If media cannot be overwritten, media shall be destroyed.*
- 4. Server based systems are to be used whenever possible for storage, transmission or processing of sensitive data.*
- 5. Portable storage devices such as hard drives, DVDs, CDs and USB flash drives may not be used to store student or employee personal or sensitive information from any College-owned database. Exceptions to this must be documented and approved by the department supervisor to whom the employee reports after consultation with the College's associate vice president of Information Systems.*
- 6. Portable devices used to store College data must make use of encryption technology to fully secure the data.*

### *III. Enforcement and Consequences*

*Violation of this policy may result in the revocation of access to St. Petersburg College information technology resources.*

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: ~~1001.64(2), (4), (8), (18), & (45), F.S.~~

History: ..... 1/17/12; To Be Repealed 1/17/12. Proposed Date To Become Effective – 1/17/12.