FLORIDA KEYS COMMUNITY COLLEGE
DISTRICT BOARD OF TRUSTEES
ORGANIZATIONAL MEETING
August 25, 2008
5 PM
Key West
AGENDA

I. CALL TO ORDER
II. PLEDGE TO THE FLAG
III. ADOPTION AND ADDITION TO THE AGENDA
IV. APPROVAL OF MINUTES of meeting held June 23, 2008.
V. ELECTION OF OFFICERS 2008-09
VI. MEETING TIME AND PLACE
VII. CONSENT AGENDA
   A. Financial Statements June 2008 Attachment #1 1, 7
   B. Continuing Workforce Ed. Fees Attachment #2 1, 5
   C. Disposition of Property Attachment #3 1
   D. Lab Fee Changes Attachment #4 6
VIII. PRESIDENT’S HIGHLIGHTS
IX. DISTRICT BOARD OF TRUSTEES
   A. Faculty Council Report EJ Miller-Laino
   B. College Name Change Presentation Lydia Estenoz and Amber Ernst
   C. Foundation Report Debbie Mason
ATTORNEY REPORT
   Attorney Dorl
X. HUMAN RESOURCES
   A. Personnel Actions Attachment #5 1, 7
XI. ADMINISTRATIVE & BUSINESS SERVICES
   A. RFP for Construction of Dorms Authorization Attachment #6 6
   B. Capital Improvement Program Attachment #7 6
   C. Architect & Engineering Ser. Marine Tech Bldg. Attachment #8 1, 3
XII. INSTRUCTIONAL AFFAIRS
   A. Inter-Institutional Agreement with MCSD and FKCC Attachment #9 1
   B. Approval for Proposal of Bachelors Degree to DOE. Attachment #10 1, 2, 3
XIII. GOOD OF THE ORDER
   A. Public Input 1, 4

Next Meeting September 22, 2008
MEMO

Date: August 20, 2008

To: Kim Bassett, Carey Goodman, Dr. Ann Henderson, Edwin Scales and Spencer Slate

Cc: Jill Landesberg-Boyle

From: Jesse Perloff, Controller

Re: Board of Trustees Monthly Financial Report

The monthly statement presented herein include the:

- **Revenue and Expense Statement** – A comparison of budgeted and actual year-to-date amounts for the current and prior fiscal year.

- **Balance Sheet** – A comparison of actual year-to-date asset, liability and fund balance accounts for the current and prior fiscal year. The *accrued compensated leave liability* is also reflected. This value is determined at June 30th of each year and is required for annual reporting as the *amount expected to be financed in the future*. The amount reflects the dollar value of employee annual and sick leave balances that would be paid to employees if FKCC were to cease operations.

Compared to June 2007, the following highlights should be noted:

- **REVENUE**

  - **Tuition Revenue**
    - As of June 30th, the college had student fee revenue for fiscal year 2007-2008 of $2,286,950. Due to the increase in enrollment along with the mid-year fee increases, revenues were higher than budgeted. This represents a 10.5% increase compared to student fee revenue for fiscal year 2006-2007 of $2,070,196.

  - **Increased Auxiliary Revenue**
    - Based on the increases in auxiliary revenue, additional funding will be available for operating purposes. As of June 30th, the college had auxiliary revenue for fiscal year 2007-2008 of $23,108. This represents a 31.2% increase compared to auxiliary revenue for fiscal year 2006-2007 of $17,616.
• EXPENSES
  
  o Non-Recurring Expenses
    - The adjusted budget is projected to be $400k higher than the board approved budget. This increase is due to the payout of accrued annual and sick leave for employees who terminated throughout the fiscal year.
  
  o Current Expenses
    - The increase in spending was due to the fund balance spend down initiatives, which include Banner Enrollment Management Module and Stamats marketing materials.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STUDENT FEES</strong></td>
<td>$1,997,211</td>
<td>$2,096,297</td>
<td>$2,286,950</td>
<td>$2,070,196</td>
<td>10.5%</td>
</tr>
<tr>
<td><strong>STATE FUNDING:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMUNITY COLLEGE PROGRAM FUND</td>
<td>5,883,854</td>
<td>5,449,957</td>
<td>5,697,845</td>
<td>5,449,957</td>
<td>4.5%</td>
</tr>
<tr>
<td>LOTTERY</td>
<td>653,728</td>
<td>653,728</td>
<td>630,147</td>
<td>653,728</td>
<td>N/A</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>-</td>
<td>-</td>
<td>2,062</td>
<td>45,705</td>
<td>N/A</td>
</tr>
<tr>
<td>TOTAL STATE FUNDING</td>
<td>6,537,582</td>
<td>6,103,685</td>
<td>6,330,054</td>
<td>6,149,390</td>
<td>2.9%</td>
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<tr>
<td>TRANSFERS</td>
<td>14,500</td>
<td>9,500</td>
<td>29,519</td>
<td>36,959</td>
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<tr>
<td>OTHER</td>
<td>165,600</td>
<td>91,000</td>
<td>205,884</td>
<td>193,539</td>
<td>6.4%</td>
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<tr>
<td><strong>SUB-TOTAL CURRENT FUND</strong></td>
<td>8,714,893</td>
<td>8,300,482</td>
<td>8,852,407</td>
<td>8,450,084</td>
<td>4.8%</td>
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<tr>
<td><strong>AUXILIARY</strong></td>
<td>20,000</td>
<td>15,000</td>
<td>23,108</td>
<td>17,616</td>
<td>31.2%</td>
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<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>8,734,893</td>
<td>8,315,482</td>
<td>8,875,515</td>
<td>8,467,700</td>
<td>4.8%</td>
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<tr>
<td><strong>FUND BALANCE (AS OF JULY 1)</strong></td>
<td>777,472</td>
<td>777,393</td>
<td>777,472</td>
<td>777,393</td>
<td>0.010%</td>
</tr>
<tr>
<td><strong>TOTAL FUNDS AVAILABLE</strong></td>
<td>$ 9,512,365 $ 9,092,875</td>
<td>$ 9,652,987 $ 9,245,093</td>
<td>4.4%</td>
<td></td>
<td></td>
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<tr>
<td><strong>EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSONNEL</td>
<td>6,390,208</td>
<td>6,531,965</td>
<td>6,321,037</td>
<td>6,501,232</td>
<td>-2.8%</td>
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<tr>
<td>CURRENT</td>
<td>2,260,487</td>
<td>2,139,521</td>
<td>2,452,548</td>
<td>1,894,167</td>
<td>29.5%</td>
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<td>CAPITAL</td>
<td>64,198</td>
<td>11,553</td>
<td>123,591</td>
<td>47,791</td>
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<tr>
<td><strong>SUB-TOTAL CURRENT FUND</strong></td>
<td>8,714,893</td>
<td>8,683,039</td>
<td>8,897,176</td>
<td>8,443,190</td>
<td>5.4%</td>
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<tr>
<td><strong>AUXILIARY</strong></td>
<td>18,000</td>
<td>13,000</td>
<td>33,077</td>
<td>12,184</td>
<td>171.5%</td>
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<td><strong>TOTAL EXPENSE</strong></td>
<td>$ 8,732,893</td>
<td>$ 8,696,039</td>
<td>$ 8,930,254</td>
<td>$ 8,455,374</td>
<td>5.6%</td>
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<tr>
<td><strong>INCREASE/(DECREASE) IN NET ASSETS</strong></td>
<td>$ 2,000</td>
<td>$(380,557)</td>
<td>$(54,739)</td>
<td>$ 12,326</td>
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*Student Fee Revenue includes technology fee revenue of $43,085 as of June 30, 2008.*
<table>
<thead>
<tr>
<th>BOARD APPROVED BUDGET</th>
<th>ADJUSTED BUDGET</th>
<th>YEAR-TO-DATE ACTUAL</th>
<th>ACTUAL YEAR-TO-DATE COMPARED TO</th>
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<tbody>
<tr>
<td><strong>REVENUE:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STUDENT FEES*</td>
<td>$1,997,211</td>
<td>$2,304,111</td>
<td>$2,286,950</td>
</tr>
<tr>
<td>STATE FUNDING:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>COMMUNITY COLLEGE PROGRAM FUND</td>
<td>5,883,854</td>
<td>5,697,845</td>
<td>5,697,845</td>
</tr>
<tr>
<td>LOTTERY</td>
<td>653,728</td>
<td>630,147</td>
<td>630,147</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>6,537,582</td>
<td>6,327,992</td>
<td>6,327,992</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>-</td>
<td>1,339</td>
<td>2,062</td>
</tr>
<tr>
<td>TOTAL STATE FUNDING</td>
<td>6,537,582</td>
<td>6,329,331</td>
<td>6,330,054</td>
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<tr>
<td>TRANSFERS</td>
<td>14,500</td>
<td>14,500</td>
<td>29,519</td>
</tr>
<tr>
<td>OTHER</td>
<td>165,600</td>
<td>196,255</td>
<td>205,884</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$8,714,893</td>
<td>$8,844,197</td>
<td>$8,852,407</td>
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<tr>
<td><strong>FUND BALANCE (AS OF JULY 1)</strong></td>
<td>777,472</td>
<td>777,472</td>
<td>777,472</td>
</tr>
<tr>
<td><strong>TOTAL FUNDS AVAILABLE</strong></td>
<td>$9,492,365</td>
<td>$9,621,669</td>
<td>$9,629,879</td>
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<tr>
<td><strong>EXPENSES:</strong></td>
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<td></td>
</tr>
<tr>
<td>PERSONNEL</td>
<td>6,390,208</td>
<td>6,491,497</td>
<td>6,321,037</td>
</tr>
<tr>
<td>CURRENT</td>
<td>2,260,487</td>
<td>2,512,459</td>
<td>2,404,050</td>
</tr>
<tr>
<td>CAPITAL</td>
<td>64,198</td>
<td>112,213</td>
<td>123,591</td>
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<tr>
<td>TRANSFERS</td>
<td>-</td>
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<td>48,498</td>
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<td><strong>TOTAL EXPENSE</strong></td>
<td>$8,714,893</td>
<td>$9,131,169</td>
<td>$8,897,176</td>
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<tr>
<td><strong>INCREASE/(DECREASE) IN NET ASSETS</strong></td>
<td>$ -</td>
<td>$(286,972)</td>
<td>$(44,769)</td>
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<tr>
<td><strong>FUND BALANCE %</strong></td>
<td>8.01%</td>
<td>5.10%</td>
<td>5.10%</td>
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<tr>
<td><strong>FUND BALANCE</strong></td>
<td>$756,976</td>
<td>$490,500</td>
<td>$491,118</td>
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# FLORIDA KEYS COMMUNITY COLLEGE
## BALANCE SHEET
### CURRENT FUND UNRESTRICTED (CFU)
#### Board of Trustees
##### JUNE 2008

<table>
<thead>
<tr>
<th>ASSETS:</th>
<th>June 30, 2008</th>
<th>June 30, 2007</th>
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<tbody>
<tr>
<td>CASH ON HAND AND IN BANK</td>
<td>$100,435</td>
<td>$383,450</td>
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<tr>
<td>INVESTMENTS</td>
<td>386,132</td>
<td>373,706</td>
</tr>
<tr>
<td>GENERAL APPROPRIATIONS RECEIVABLE</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>LOTTERY APPROPRIATION RECEIVABLE</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL DUE FROM STATE OF FLORIDA</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>ACCOUNTS RECEIVABLE/PREPAID EXPENSES</td>
<td>151,833</td>
<td>162,562</td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>$638,400</td>
<td>$919,718</td>
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### LIABILITIES & FUND BALANCES

<table>
<thead>
<tr>
<th>LIABILITIES:</th>
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<tbody>
<tr>
<td>ACCOUNTS PAYABLE</td>
<td>$147,282</td>
<td>$142,246</td>
</tr>
<tr>
<td>ACCRUED COMPENSATED LEAVE</td>
<td>432,804</td>
<td>674,388</td>
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<tr>
<td>TOTAL LIABILITIES</td>
<td>580,086</td>
<td>816,634</td>
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</table>

<table>
<thead>
<tr>
<th>FUND BALANCES:</th>
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<tbody>
<tr>
<td>ENCUMBERED FUNDS</td>
<td>-</td>
<td>44,395</td>
</tr>
<tr>
<td>UNENCUMBERED FUNDS</td>
<td>491,118</td>
<td>733,077</td>
</tr>
<tr>
<td>SUB-TOTAL FUND BALANCES</td>
<td>491,118</td>
<td>777,472</td>
</tr>
<tr>
<td>AMOUNT EXPECTED TO FINANCED IN FUTURE</td>
<td>(432,804)</td>
<td>(674,388)</td>
</tr>
<tr>
<td>TOTAL FUND BALANCES</td>
<td>58,314</td>
<td>103,084</td>
</tr>
</tbody>
</table>

| TOTAL LIABILITIES & FUND BALANCES | $638,400     | $919,718     |
### Summary of Disbursements

**Board of Trustees Report**

**June 2008**

#### Total Check's for June 2008

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
<th>Check #s</th>
<th>Reason for Void</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Account</td>
<td>$710,369.82</td>
<td>86441 - 86816</td>
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</tr>
<tr>
<td>Payroll Account</td>
<td>$49,502.93</td>
<td>211262 - 211326</td>
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</tr>
<tr>
<td>Grand Total</td>
<td>$759,872.75</td>
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#### Voided Check's for June 2008

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
<th>Voided Check #s</th>
<th>Reason for Void</th>
</tr>
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<tbody>
<tr>
<td>Robert C. Schutt</td>
<td>$15.00</td>
<td>84814</td>
<td>Check Lost in Mail, Check was Reissued</td>
</tr>
<tr>
<td>Mark L. Woods</td>
<td>$144.96</td>
<td>84979</td>
<td>Check Lost in Mail, Check was Reissued</td>
</tr>
<tr>
<td>Valerie J. Guillory</td>
<td>$41.00</td>
<td>85193</td>
<td>Check Lost in Mail, Check was Reissued</td>
</tr>
<tr>
<td>Brittany L. Weber</td>
<td>$1,697.28</td>
<td>85217</td>
<td>Financial Aid Adjusted</td>
</tr>
<tr>
<td>Amanda Kruel</td>
<td>$20.00</td>
<td>85262</td>
<td>Check Lost in Mail, Check was Reissued</td>
</tr>
<tr>
<td>Melveta A. Wiggins</td>
<td>$234.43</td>
<td>85303</td>
<td>Check Lost in Mail, Check was Reissued</td>
</tr>
<tr>
<td>Watnika D. Perry</td>
<td>$655.19</td>
<td>85905</td>
<td>Financial Aid Adjusted</td>
</tr>
<tr>
<td>Jessica L. Brady</td>
<td>$222.12</td>
<td>86060</td>
<td>Check Lost in Mail, Check was Reissued</td>
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<tr>
<td>FL Department of Education</td>
<td>$20,790.07</td>
<td>86366</td>
<td>Check Processed Incorrectly</td>
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<tr>
<td>Xerox Inc</td>
<td>$2,416.15</td>
<td>86483</td>
<td>Check Processed Incorrectly</td>
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<tr>
<td>Brittany N. Taylor</td>
<td>$1,910.00</td>
<td>86687</td>
<td>Financial Aid Adjusted</td>
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<tr>
<td>AT&amp;T Advertising &amp; Publishing</td>
<td>$381.00</td>
<td>86709</td>
<td>Check Processed Incorrectly</td>
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**Total** $28,527.20
<table>
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<tr>
<th>Course Name</th>
<th>Course #</th>
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<tr>
<td>Access 2007 Fundamentals</td>
<td>MSO0940</td>
<td>119</td>
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<tr>
<td>Access 2007 Intermediate</td>
<td>MSO0941</td>
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<tr>
<td>Advanced Conversation Part 1</td>
<td>EAS0256</td>
<td>147</td>
</tr>
<tr>
<td>Advanced Conversation Part 2</td>
<td>EAS0257</td>
<td>147</td>
</tr>
<tr>
<td>Applied Voice, Individual Lessons</td>
<td>APV0201</td>
<td>300</td>
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<tr>
<td>Beginning Conversation English Part 1</td>
<td>EAS0264</td>
<td>147</td>
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<tr>
<td>Beginning Conversation English Part 2</td>
<td>EAS0265</td>
<td>147</td>
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<tr>
<td>Conversational Spanish for Beginners</td>
<td>SPB0106</td>
<td>163.97</td>
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<tr>
<td>Custom: Computer Concepts Basics</td>
<td>CCB0901</td>
<td>57</td>
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<td>Custom: Excel 2007 Intermediate</td>
<td>MSO0931</td>
<td>96.59</td>
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<tr>
<td>Custom: Excel 2007 Fundamentals</td>
<td>MSO0930</td>
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<td>Custom: PowerPoint 2007 Advanced</td>
<td>MSO0921</td>
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<td>Custom: PowerPoint 2007 Fundamentals</td>
<td>MSO0920</td>
<td>96.59</td>
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<td>Custom: Word 2007 Fundamentals</td>
<td>MSO0911</td>
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<td>eBay Basics for Sellers</td>
<td>EBA0901</td>
<td>128.1</td>
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<td>ESL: Advanced, Level 1, Part 1</td>
<td>EAS0245</td>
<td>147</td>
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<td>ESL: Advanced, Level 1, Part 2</td>
<td>EAS0246</td>
<td>147</td>
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<td>ESL: Basics Level 2 Part 1</td>
<td>EAS0207</td>
<td>147</td>
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<td>ESL: Basics Level 2 Part 2</td>
<td>EAS0208</td>
<td>147</td>
</tr>
<tr>
<td>ESL: Basics Level 3 Part 1</td>
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<td>147</td>
</tr>
<tr>
<td>ESL: Basics Level 3 Part 2</td>
<td>EAS0206</td>
<td>147</td>
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<td>ESL: English for Absolute Beginners, Part 1</td>
<td>EAS0213</td>
<td>147</td>
</tr>
<tr>
<td>ESL: English for Absolute Beginners, Part 2</td>
<td>EAS0214</td>
<td>147</td>
</tr>
<tr>
<td>ESL: Intermediate Level 1 Part 1</td>
<td>EAS0215</td>
<td>147</td>
</tr>
<tr>
<td>ESL: Intermediate Level 1 Part 2</td>
<td>EAS0216</td>
<td>147</td>
</tr>
<tr>
<td>Excel 2007 Intermediate</td>
<td>MSO0931</td>
<td>119</td>
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<tr>
<td>Excel 2007 Fundamentals</td>
<td>MSO0930</td>
<td>119</td>
</tr>
<tr>
<td>Fantasy Literature: Short Fiction</td>
<td>FSF0200</td>
<td>102.48</td>
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<tr>
<td>How to Prepare for the TOEFL Part 1</td>
<td>TPC0200</td>
<td>147</td>
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<tr>
<td>How to Prepare for the TOEFL Part 2</td>
<td>TPC0203</td>
<td>147</td>
</tr>
<tr>
<td>Intermediate and Advanced Violin, Viola, Cello and String Bass</td>
<td>VIO0220</td>
<td>163.97</td>
</tr>
<tr>
<td>Intermediate Conversational Spanish for Beginners</td>
<td>SPB0107</td>
<td>163.97</td>
</tr>
<tr>
<td>Introduction and History to the Creative Process of Making Music</td>
<td>IHC0200</td>
<td>117.12</td>
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<tr>
<td>Introduction to Violin, Viola, Cello and String Bass</td>
<td>VIO0210</td>
<td>163.97</td>
</tr>
<tr>
<td>Jewelry Making: Wire Wrap 101</td>
<td>JWL0204</td>
<td>87.84</td>
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<tr>
<td>Money and Investments</td>
<td>MIC0200</td>
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</tr>
<tr>
<td>PowerPoint 2007 Fundamentals</td>
<td>MSO0920</td>
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<tr>
<td>Reading, Writing and Grammar Review, Part 2</td>
<td>EAS0255</td>
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<td>Specialized Creative Welding</td>
<td>WLD0903</td>
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<td>Surviving Death: Dealing with Grief</td>
<td>SDD0200</td>
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<td>Windows Vista Fundamentals</td>
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Continuing Education Price Summary

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<th>Course Name</th>
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<th>Tuition</th>
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<tr>
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<td>Working and Living in English: Advanced Part 2</td>
<td>EAS0222</td>
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<tr>
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</table>

*Catherine Torres*
Submitted by Catherine Torres
Director of Workforce Development and Community Outreach
Date: August 20, 2008

To: Dr. Jill Landesberg-Boyle

From: Dr. John Kehoe

Subject: Disposition of Property

College property is constantly monitored as to its condition and usefulness. As property is determined to be no longer useful for college purposes, because it is obsolete, broken, lost or stolen, a request is made for a formal disposition approval. I request you recommend that the property listed below be reviewed by the District Board of Trustees in accordance with State requirements, for the reasons stated. The total value of the listed property for FKCC Board of Trustees disposition approval is $10,670.53

<table>
<thead>
<tr>
<th>Tag No.</th>
<th>Description</th>
<th>Cost</th>
<th>Condition</th>
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<tr>
<td>1 2839</td>
<td>LCD Projector, 5/18/1993</td>
<td>$2,575.00</td>
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<td>2 4893</td>
<td>Dell OptiPlex GX260D Computer SN# BHBLX21 / PO#P0032023</td>
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Date: August 22, 2008

To: Dr. Jill Landesberg-Boyle

From: Jesse Perloff, Controller

Subject: Fee Changes for Board Approval

The college requests that you, the Board of Trustees, approve the changes for the following fees:

<table>
<thead>
<tr>
<th>Course Name / Fee Title</th>
<th>Course Suffix</th>
<th>Action</th>
<th>Amount</th>
<th>Description</th>
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<tr>
<td>Interpersonal Skills 1</td>
<td>CJD0773</td>
<td>Decr</td>
<td>$24.00</td>
<td>Materials required per state mandated curriculum</td>
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<tr>
<td>1st Aid for CJ Officers</td>
<td>CJK0031</td>
<td>Decr</td>
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<td>No cost associated with course</td>
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<tr>
<td>Criminal Justice Officer Physical Fitness Training</td>
<td>CJK0280</td>
<td>Incr</td>
<td>$33.79</td>
<td>Materials required per state mandated curriculum</td>
</tr>
</tbody>
</table>
DATE:         August 22, 2008  
TO:           Dr. Jill Landesberg-Boyle, President  
FROM:         Joanne M. Dinkel, Director, Human Resources  
SUBJECT:      Human Resources – BOARD AGENDA 8/25/08

The following actions have been coordinated with the appropriate supervisors, are budgeted, approved by the President or President Designate and are recommended for approval by the Board of Trustees.

**NEW EMPLOYEES**

**Full-time - Name**  
Dawn Cline  
Joel Stahley  
Margaret Vergara  
Vicki Ball  
Alexander Genao  
Dr. Patrick Rice  
Meghan Welch  
Monica Haskell  
Jillian Manzer  
Beverly Westermeyer

**Effective Date**  
July 3, 2008  
July 3, 2008  
July 22, 2008  
August 1, 2008  
August 13, 2008  
August 18, 2008  
August 20, 2008  
August 25, 2008  
August 27, 2008  
September 2, 2008

**Description**  
Manager, Dive Facilities, Professional, Level B - $36,080 annually.  
Maintenance Worker, Career, Grade 2 - $11.21 hourly.  
Assistant Registrar, Professional, Level A - $31,828 annually.  
Accounts Receivable Specialist, Career, Grade 5 - $13.59 hourly.  
Maintenance Worker, Career, Grade 2 - $10.78 hourly.  
Director, Marine Sciences, Administrative, Level F, $65,000 annually.  
Human Resources Specialist, Career, Grade 7 - $14.45 hourly.  
Grant Writer, Administrative, Level G - $63,197 annually.  
Assistant to the Provost, Career, Grade 7 - $15.03 hourly.  
Librarian, Professional, Level C - $40,370 annually.

**Part-time Name**  
Patricia Hirsch  
Emily Deroche  
Lena Wray  
Tezah Waters  
Anna Wright  
Kyle Durfee  
Jean Goeddel  
Patricia Tennison

**Effective Date**  
April 4, 2008  
June 12, 2008  
June 12, 2008  
June 20, 2008  
June 23, 2008  
June 26, 2008  
July 21, 2008  
July 8, 2008

**Description**  
Temporary, Student Activities Tutor, $15 hourly, $45 total.  
Temporary, Lifeguard, $11.10 hourly, $3,108 total.  
Temporary, Lifeguard, $10.82 hourly, $3,108 total.  
Temporary, Aquatics Camp, $14.20 hourly, $1,136 total.  
Temporary, Lifeguard, $11.10 hourly, $3,108 total.  
Temporary, Lifeguard, $11.10 hourly, $5,772 total.  
Temporary, Aquatics Camp Counselor, $13.35 hourly, $4,806 total.  
Temporary, Student Model for FKCC photo shoot, $12.50 hourly, $750 total.
**STATUS CHANGES – Full-time**

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brittany Snyder</td>
<td>August 19, 2008</td>
<td>Internal Movement from Administrative, Level G (Controller) to Interim 10-month Faculty, Business Administration, Masters Level. $59,235 annually.</td>
</tr>
<tr>
<td>Michael Tomak</td>
<td>July 14, 2008</td>
<td>Internal Movement from Administrative, Level G (Director, Health Professions) to Executive, Level I (Interim Provost). $90,630 annually.</td>
</tr>
<tr>
<td>Jesse Perloff</td>
<td>August 19, 2008</td>
<td>Internal Movement from Professional, Level C (Assistant Controller) to Administrative, Level G (Interim Controller). $58,000 annually.</td>
</tr>
<tr>
<td>Nadia Klausing-Hall</td>
<td>August 19, 2008</td>
<td>Internal Movement from Career, Grade 7, (Payroll Specialist) to Professional, Level C (Interim Assistant Controller). $43,000 annually.</td>
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<tr>
<td>Cathy Torres</td>
<td>July 1, 2008</td>
<td>Internal Movement from Professional, Level B, (Academic Advisor/Testing Coordinator) to Administrative Level F (Director, Workforce Development &amp; Community Outreach). $56,959 annually.</td>
</tr>
<tr>
<td>William Chalfant</td>
<td>July 1, 2008</td>
<td>Internal Movement from Professional, Level B (Manager, Dive Facilities) to Professional, Level D (Interim Director, Dive Program). $45,347 annually.</td>
</tr>
<tr>
<td>Michael McPherson</td>
<td>July 1, 2008</td>
<td>Internal Movement from Administrative, Level E, (Director, Continuing Education) to Professional, Level E, (Program Development Specialist). $63,138 annually.</td>
</tr>
<tr>
<td>Dr. Charles Shaffer</td>
<td>August 4, 2008</td>
<td>Internal Movement from Executive, Level I (Provost) to 10-month Faculty, Biology, Doctorate Level. $62,679 annually.</td>
</tr>
<tr>
<td>Nancy Smith</td>
<td>August 4, 2008</td>
<td>Internal Movement from Career, Grade 3, (Staff Assistant, Middle Keys Center) to Professional, Level B (Interim Academic Advisor for the UKC and MKC). $36,103 annually.</td>
</tr>
<tr>
<td>Karla Malsheimer</td>
<td>July 1, 2008</td>
<td>Internal Movement from Career, Grade 7, (Administrative Assistant, Instructional and Faculty) to Career, Grade 7, (Assistant to the Director, Student Services). $16.48 hourly.</td>
</tr>
<tr>
<td>Laura Estevez</td>
<td>July 1, 2008</td>
<td>Internal Movement from Career, Grade 7, (Coordinator, Student Activities) to Professional, Level B (Interim Academic Advisor/Student Activities). $36,103 annually.</td>
</tr>
<tr>
<td>Michelle Cherry</td>
<td>July 1, 2008</td>
<td>Internal Movement from Administrative Faculty, Level III (Director, Advising Services) to Administrative, Level F, (Interim Director, Student Services). $56,959 annually.</td>
</tr>
<tr>
<td>Amber Ernst-Leonard</td>
<td>July 21, 2008</td>
<td>Internal Movement from Career, Grade 7 (Assistant to the Director, Institutional Research and Effectiveness) to Professional, Level B (Assistant Director, Public Relations and Communications). $36,103 annually.</td>
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</tbody>
</table>

**STATUS CHANGES – Part-time**

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Ford</td>
<td>July 22, 2008</td>
<td>Movement from Temporary Lifeguard to Temporary Swimming Skills Coordinator. $11.68 hourly.</td>
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### ADDITIONAL EMPLOYMENT
Current or returning employees filling temporary, part-time jobs

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Dates</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis Howley</td>
<td>June 13, 2008</td>
<td>Diving Technical Advisor, $35 hourly, $105 total.</td>
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<tr>
<td>Harrell Thach</td>
<td>June 13, 2008</td>
<td>Diving Technical Advisor, $25 hourly, $1,550 total.</td>
</tr>
<tr>
<td>Douglas Pryor</td>
<td>June 7, 2008</td>
<td>Testing Supervisor, $19 hourly, $57 total.</td>
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### TERMINATIONS

<table>
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<tr>
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<th>Effective Date</th>
<th>Position</th>
<th>Type</th>
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<tbody>
<tr>
<td>Laurel Webb</td>
<td>June 30, 2008</td>
<td>Staff Assistant, Nursing</td>
<td>End of Grant</td>
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<tr>
<td>Tammy Batschelet</td>
<td>July 25, 2008</td>
<td>HR Specialist</td>
<td>Resignation</td>
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<tr>
<td>Debbie Hopkins</td>
<td>July 31, 2008</td>
<td>Coordinator, LRC</td>
<td>Retirement</td>
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<tr>
<td>Lynn Burris</td>
<td>October 3, 2008</td>
<td>Director, Financial Aid</td>
<td>Retirement</td>
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### ADJUNCT / PART TIME INSTRUCTORS

Attachments
# BOARD MATERIALS

## Adjunct Instructors

### Term III 2007-08

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<tr>
<th>Name</th>
<th>Lvl</th>
<th>Pay Rate</th>
<th>Hrs / Credits</th>
<th>Total Pay</th>
<th>Course Description</th>
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<tr>
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<tr>
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<td>$2,160.00</td>
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<tr>
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<td>$300.00</td>
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Board August 08
# Continuing Education & Distance Learning Payroll Summary

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Catherine Torres  
Submitted by Catherine Torres  
Director of Workforce Development and Community Outreach
To: Dr. Jill Landesberg-Boyle

From: Dr. John Kehoe

Date: August 21, 2008

Subject: Request for a RFP for Student Housing

**Item:** Authorization of Foundation Board to issue a Request for Proposals (RFP) for Construction of a Dormitory on the FKCC campus.

**Summary:** 2008 legislation, SB 1276, authorizes construction of a dormitory of up to 100 beds on the Florida Keys Community College campus.

Because community colleges are not authorized to issue bonds or otherwise to incur debt for construction of dormitories, financing for such facilities is typically arranged through a college’s Direct Support Organization (DSO). The DSO must be authorized by the community college’s board of trustees to utilize College land for dormitories.

Board approval of the attached RFP will authorize the Florida Keys Educational Foundation (FKEF) to solicit proposals from firms to design, finance and build a dormitory on College property. (Due to the length of the several attachments these were not included, but will be available for inspection upon request.)

**Action:**

Requesting Board to lease to FKEF a suitable yet to be determined piece of College-owned property for construction of student housing and authorize FKEF to issue the attached RFP, evaluate proposals, and negotiate with the highest-ranked respondent for the design, financing and construction of a dormitory on campus.
THE STUDENT HOUSING PROJECT

Request for Proposals

For

Real Estate Development ("Master Developer")

For

Development of Land at Florida Keys Community College, Key West Campus, Florida

RFP I.D.: Housing

September 19, 2008
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PART I - ADVERTISEMENT: REQUEST FOR PROPOSALS (RFP)

RFP Identification: Housing

RFP Issue Date: September 19, 2008

RFP Due Date: Proposals must be received before 2:00 PM on December 2, 2008.

A MANDATORY site visit and pre-proposal conference will be held at 1:00 P.M. on October 24, 2008 in the Trustees Board Room on the College’s Key West Campus, located at 5901 College Road in Key West, Florida.

Proposals must be mailed or delivered to Douglas Pryor, Director, Purchasing and Physical Plant, c/o FKCC, 5901 College Road, Key West, FL 33040, 305/809-3222, e-mailed to pryor_d@firn.edu.

Only hard copy proposals will be accepted. The college will not be responsible for any delays in delivery of proposals. Proposals must be clearly identified on the outside of the envelope as:

• RFP I.D.: Housing
• Florida Keys Community College
• Master Developer Proposal
• Attention: Douglas Pryor
• From: (Proposing Firm name)

The complete Request for Proposals will be posted on the College’s website. Addenda and other information will be posted on the website throughout the solicitation process.

Go to www.fkcc.edu and follow the commands to “Student Housing RFP”. Proposing firms are encouraged to monitor the website throughout the solicitation process.

Participation of minority/women business enterprises and subcontractors are encouraged.

Questions are to be directed to Doug Pryor, Director of Purchasing and Physical Plant, via e-mail to: pryor_d@firn.edu. Please review the information on the website prior to submitting questions.
PART II - OVERVIEW AND PROJECT INFORMATION

Florida Keys Educational Foundation (“Foundation”) is a direct support organization of Florida Keys Community College. The Foundation is a Florida corporation not for profit, incorporated under the provisions of Florida law and approved by the Florida Department of State, that is organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to, or for the benefit of, Florida Keys Community College (“College”). The College is legally prohibited from incurring, or pledging its general revenues to secure payment of debt for student housing. Therefore, the Foundation has been requested by the College’s board of trustees to provide residency opportunities on or near campus for students. Accordingly the Foundation seeks a Master Developer or Master Developers to ground lease and develop a parcel or parcels of land on the College’s Key West Campus, to accommodate approximately 100 students.

This project represents a significant opportunity for a Master Developer to design, build and operate a 100-bed student housing facility on the Florida Keys Community College campus, with substantial benefits for the Master Developer, the College, the Foundation, the greater Key West area, and Monroe County. The Foundation seeks to partner with select, private businesses and/or not-for-profit organizations to create and operate this housing facility. This project is envisioned to advance the educational objectives of the College, which, in turn, will enhance the business objectives of the partners, and the needs of the greater Key West area. The project will provide vitally-needed housing for the College’s student population, who are also intended to benefit from employment, internship, and training opportunities made available to the College’s students, to the mutual and collateral benefit of all parties. The College is very interested in how the private businesses will balance their business model with the mission of the College. The Master Developer will be expected to support the College’s Guiding Principles for the project (please refer to Exhibits to this RFP).

The College

Florida Keys Community College is a 43-year-old institution serving over 3000 students each year on three campuses, of which more than 2600 attend the main campus located on Stock Island, which is located within the city limits of Key West. Please refer to the College’s web-site www.fkcc.edu, for additional information about the College.

Project Sites

The student housing project will be located on the Key West Stock Island campus. Potential sites for the proposed student housing are indicated on the attached Campus Map.

Existing Tennis Court and Swimming Pool on Campus

The tennis court is an underutilized amenity that could be removed, or relocated elsewhere on the campus, if needed as a site for the student housing project. However, any plans to relocate the tennis court should address its new location and method of
financing its relocation. Because the swimming pool facility is integral to several programs, its removal or relocation is not contemplated.

**Site Conditions**

The Master Developer(s) will be responsible for determining the environmental conditions, geotechnical conditions, utility availability, stormwater management plan, applicable land use regulations, and ensuring compliance of the development with any applicable land use, concurrency and other regulations. Additional site information is included in the RFP Exhibits.

**Partnership Objectives**

The Foundation is excited about the prospect of a partnership with a Master Developer(s) to provide housing for its students and other members of the FKCC community (i.e. to the extent of availability, FKCC faculty and staff). Recognizing that many College students are employed in the local workforce in connection with, or during, their course of study, the College envisions a housing complex that supports the College’s educational mission as well as serving as a resource for the development of current and anticipated career educational programs in such fields as Culinary Arts, Hospitality Management, the Arts, Nursing, and Marine Technology. Ideally, the student housing project will provide a resource that serves the larger community by fulfilling the core educational purpose of the College. Additional features that can be shown to meet the mission of the College, while providing such community benefits, will be considered.

The Master Developer’s ability to embrace the College’s mission and to be creative in how to partner with the students’ educational experience and training will be an important ancillary benefit to this project. The extent to which the Master Developer and associated private businesses fulfill the educational mission of the College will be valued, along with the amount of the land lease payments to be paid to the Foundation, to determine the highest benefit to the College. The Foundation fully expects the student housing to be profitable and operate as a sustainable enterprise. It is not the Foundation’s intent to change the private business’ model to the extent that the student housing could not operate in a financially successful manner.

**Parking**

The ability for the College to provide parking for its students and faculty on campus must be protected. Because flood plain management criteria require that the student housing be elevated, it is anticipated that most, if not all, of the parking for occupants of the student housing will be located under the building itself.

**Lease**

The Property will be leased by FKCC to the Foundation, who in turn, shall sub-lease the property to a Master Developer (“Lessee”) under a triple-net sub-lease. The Lessee will
be responsible for all costs and expenses arising from the use, operation, maintenance or occupancy of the property, including any applicable property taxes, sales taxes on the sub-lease and insurance costs. The Master Developer must provide a detailed strategy to address the possibility of some initial vacancies, and an exit strategy at the end of the sub-lease term.

**Development Teams**

Proposing firms may be comprised of teams or joint ventures (“Responding Teams”), or use subcontractors as needed, in order to assemble the expertise requested for this project. The Master Developer shall, at all times, be ultimately responsible for all performance standards and covenants.

**PART III - SUBMITTAL REQUIREMENTS**

**Proposal Format**

Submissions are to be organized in the order the “Submittal Materials” are set forth herein, with each section and item number labeled and tabbed to identify the submittal item for which the information is being presented. Proposing firms are cautioned to be full and complete in their responses, without being overly elaborate. Supporting materials, brochures, etc. are to relate to a specific section, and be included in the applicable section. Proposing firms are not to submit supporting information that is not applicable to a specific submittal requested. Submissions should include information sufficient to provide for analysis relative o the submittals requested and corresponding evaluation criteria described in this Request for Proposals.

**RFP – Number of Copies and Size**

Hard copies of the RFP response must be submitted. One original, so marked, and fifteen (15) copies of the proposal are to be submitted. Each copy is to include all materials requested, as there will be multiple parties reviewing the submittals. The proposal may not exceed seventy-five (75) total pages, single-spaced, all inclusive.

**RFP Timeline**

RFP Issued: September 19, 2008.

Mandatory Pre-proposal conference and Site Visit: October 24, 2008.

Questions due: November 14, 2008

Proposals due: December 2, 2008

Evaluation of written submissions: December 12, 2008
Evaluation Committee meeting(s) to identify short-listed firms: December 18, 2008

Presentations by short-listed firms: January 2009 (specific dates to be determined)

Evaluation Committee meeting(s): January 2009 (specific dates to be determined)

Discussions/negotiations of proposal with invited firm(s), if needed: TBD

Evaluation Committee meeting(s): TBD

Best-And-Final Offers due from invited firm(s), if needed: TBD

Evaluation of Best-And-Final Offers, if such Offers are requested: TBD

Evaluation Committee meeting(s), if needed: TBD

Presentation to Board: TBD

Additional discussions/negotiations with invited firm(s), if needed: TBD

Recommendation to Board for contract award: TBD

Note: Evaluation Committee meetings may be scheduled as needed throughout the evaluation process.

Submittal Materials

The Proposal is to include the following information:

A) Master Developer’s Relevant Experience

1. Similar Projects: Describe responding team’s experience developing similar projects. Describe in detail: a) your three most recent projects; b) your three most similar projects; and c) at least one long-term project (i.e. greater than 3 years in operation). Highlight your team’s specific capabilities and past experience in master planning, designing, constructing, owning, managing, leasing and underwriting housing projects with similar goals to the Foundation’s on this project.

2. Experience with Public/Private Partnerships: Highlight project experience with public/private partnerships. Describe specific experience working with local municipalities, institutions, or public agencies. Describe experience with obtaining public-sourced economic incentives on past projects.

3. Land Lease Projects: Describe responding team’s experience with ground leases.
4. Local Familiarity: Describe responding team’s prior experience with development projects in South Florida. If you lack such experience, describe what actions you would take to familiarize your team with the local market conditions, and particularly the unique characteristics of the Florida Keys.

5. References: Provide one (1) client reference from each of the three (3) most similar projects undertaken by your firm or members of the responding team. Please identify the contact information for each client’s most senior project administrator. References should be able to describe the performance of responding team regarding understanding and meeting the goals of the client, cost control, leasing, design and construction management, scheduling, and the overall financial performance of the project.

B) Breadth and Depth of Master Developer’s Services and Resources

1. Resources: Describe your firm’s depth of resources, including a description of professional staff in the region (or outside of the region that will be available as resources to this project).

2. Services Available: Describe the full range of services provided by your firm.

C) Proposed Development Management Team

1. Responding Team Personnel: Provide resumes for each person with a key role on this project. Indicate for each team member their years of experience, history on projects of a similar nature, tenure with the firm, and area of expertise. Be extremely clear and comprehensive regarding the individual who will have primary, day-to-day project management responsibility.

2. Team Relationships: Provide an organizational chart indicating the project team that would be assigned to this project.

3. Supporting Firms: To the extent that your firm proposes to “out-source” any services, please identify how you will provide all required services to successfully complete this project. If you propose to include third parties on your team, describe the relationship between the firms, past project working experience, and qualifications of such other firm, including individual team members.

4. Equal Opportunity: Please refer to the Equal Opportunity information in PART V - TERMS AND CONDITIONS OF THE RFP. Explain your approach and goals for involvement of M/WBE firms as part of your project team. Please provide information about your firm’s non-discrimination employment policies.
D) Development Management Approach

1. Guiding Principles: Describe how your firm will meet the College’s mission and goals for the Student Housing Project.

2. Project Approach: Describe how your firm will approach the overall management and marketing of this project, addressing specific actions during each major phase. Discuss how your firm will involve the College in the decision process.

3. Management Tools: Describe the development management tools and systems that your firm uses with similar projects (e.g., cost accounting, budget management, scheduling, investment analysis, status reporting, action item follow-up, project management, etc.).

4. Project Schedule: Based upon your experience with similar projects, provide a schedule beginning at the point of selection by the Foundation and addressing the following project phases: negotiation of the ground lease; design and permitting phase; construction phase duration; and projected opening of the first and last housing units. Describe your firm’s phasing and absorption plan.

5. Tenant Mix: Please describe your firm’s approach for ensuring that all tenants of the project are acceptable to the College.

6. Master Plan: Provide an illustrative master plan of your proposed project. The master plan is to be a color-rendered drawing clearly showing proposed building locations and sizes, land uses, densities, access, stormwater facilities, open space features, parking and phasing. Include a chart on the master plan that identifies each building and indicates proposed use, gross square footage, and phase. Also summarize parking by phase.

   • Graphically depict connectivity of the housing to the other buildings within the existing academic campus. The College is seeking design unity among and between existing and proposed facilities.

   • The master plan shall be in an 11” by 17” foldout format included with the proposal. The College may request a digital, PowerPoint, and/or large-format hard copy of the master plan at a future date.

E) (Intentionally left blank)

F) Project Financing

Provide your firm’s proposed terms of the Ground Lease, and address each of the following items:
1. Provide Primary Lease Term and Renewal Lease Terms (if any). Please ensure that this RFP shall be incorporated into any lease.¹

2. Propose a Ground Rent Payment that will meet with the Foundation’s goal of a constant, predictable revenue stream. Proposals will be evaluated based on:
   
   2.1 Fixed or variable rent payment
   2.2 Percent and timing of ground rent escalations
   2.3 Participating rent structures
   2.4 Proposed initial lease payment at closing
   2.5 Proposed initial infrastructure contribution

3. Provide a clearly defined project schedule, which will provide Completion Dates and Ground Rent Commencement Date(s) for each portion of the project. State measures your firm will take to ensure Rent Commencement Date(s) are achieved.

4. Provide a breakdown of how the project will be funded including:
   
   4.1 Percent equity investment
   4.2 Percent debt required
   4.3 Sources of funds

5. Provide a condensed proforma for the project, addressing your firm’s estimate of the development cost, operating and maintenance costs.

6. Describe your firm’s plan to address vacancies or low student occupancies during the any period of the lease term, your firm’s strategy for fulfillment of the lease terms, and exit strategy at the end of lease.²

G) Additional Features or Services

Provide information regarding any additional features, services or concepts that differentiate your proposal and/or service abilities from other providers. These should be features, services or concepts that do not fit within any of the other submittal items but

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¹ The terms “Ground Lease” and “lease” and similar terms are used hereinafter to refer to the sub-lease between the Foundation (as Sub-Landlord) and Master Developer as Su-Tenant.

² Please be aware that Florida law prohibits the encumbrance of the real property or any improvements located thereon.
which would add additional value or enhance the overall project or the relationship between the Master Developer(s) and the College. These may be presented as part of the proposal or as optional alternates.

H) Additional Information and/or Clarifications

The Foundation reserves the right to request additional information and/or clarifications to supplement the original proposal submittal. Further, the Foundation may request supplemental written information to clarify verbal presentations and interviews with the short-listed Master Developer(s). The Foundation reserves the right to waive irregularities and technicalities and to request re-submittals or revised proposals. The Foundation reserves the right to reject all submittals.

Certification Form

Include with the Submittal Materials, a completed Certification Form, in the format provided below:

Certification Form

Submitted by:
________________________________________
________________________________________
________________________________________
________________________________________

(Name and address of firm)

(Authorized Person’s signature)

(Printed/typed name of Authorized Person)

(Telephone number)

(Facsimile number)

(Email address for correspondence)
PART IV - EVALUATION CRITERIA

It is the Foundation’s intent to enter into a ground lease contract with the best overall Master Developer(s), as determined solely by the Foundation. Any lease shall be subject to the approval of the FKCC’s Board of Trustees. Consideration will be given to written RFP responses and all supporting information provided the success of presentations and interviews with the Foundation’s representatives and the financial considerations of the proposed development.

The Foundation seeks the proposing firm’s best proposal with the initial submittal. However, the Foundation may enter into discussions/negotiations of the proposals and/or request Best-And-Final Offers as many times as necessary and from whichever firms it selects, but is not obligated to do so. The Foundation may determine the firm(s) to be recommended for contract award at any point in any phase of the selection process, without going to the next phase of selection. The Foundation may also remove proposing firms from consideration at any point during the process outlined above in PART III - SUBMITTAL REQUIREMENTS

RFP responses are to address each of the Submittal Requirements listed herein. Listed below are the criteria that will be used to evaluate the RFP responses. It must be emphasized that the proposal with the greatest lease revenue to the Foundation may not be considered the best overall proposal.

The Foundation will consider the following key criteria in the selection process, listed in order of importance:

1. Development Management Approach, with specific emphasis on the College’s Guiding Principles
2. Project Financing
3. Master Developer’s Relevant Experience
4. Proposed Development Management Team
5. Relationships with Potential Tenants
6. Breadth and Depth of Master Developer’s Services and Resources
7. Additional Information and/or Clarifications, as may be requested by the Foundation
8. Additional Features or Services

PART V - TERMS AND CONDITIONS OF THE RFP
Definitions

Responding firms are referred to as “Master Developer”, “Responding Team”, “Responding Firms”, “Firms”, and related terms, used interchangeably, and shall be defined as the entities providing a response to this RFP.

General Information

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 price or other dollar value.

Communications Regarding this RFP

All communications regarding this Request for Proposals are to be directed to the Director of Purchasing & Physical Plant as described in PART I - ADVERTISEMENT: REQUEST FOR PROPOSALS (RFP). No other College representatives or Foundation representatives are to be contacted.

Delivery of RFP Response

The proposing firm is responsible for delivery of the RFP response, as outlined herein in PART I - ADVERTISEMENT: REQUEST FOR PROPOSALS (RFP).

Florida Keys Educational Foundation will not be responsible for delays caused by the United States Postal Service, private courier service, or other delay caused by any occurrence. Hard copies of the RFP response must be submitted. Offers by telephone, facsimile, email, or telegram will not be accepted. If using an express mail service, be sure to use the Foundation’s street address and zip code.

The RFP due date is firm. Late proposals will be returned to the proposing firm unopened, and marked “This proposal was received after the time designated for the receipt and opening of RFP’s.” Responding firms will not be allowed to withdraw or modify their proposals after the opening time and date unless invited to do so by the Foundation. Upon becoming public information, RFP files may be examined during normal working hours, by appointment.

Foundation Privileges

Florida Keys Educational Foundation reserves the right to accept or to reject any or all proposals and to make the award to the proposing firm, who in the opinion of Florida Keys Educational Foundation, will be in the best interest of and/or the most advantageous to the Foundation and to Florida Keys Community College. The Foundation reserves the right to reject the proposal of any proposing firm who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. Foundation also reserves the right to
evaluate proposing firm’s performance based on any references which Foundation may request from other entities. Foundation reserves the right to inspect all facilities of vendors in order to make a determination as to the foregoing. The proposing firm’s costs in responding to this RFP are the firm’s alone, and Foundation does not accept liability for any such costs.

**Right to Waive and/or Request Revised Proposals**

Florida Keys Educational Foundation reserves the right to waive irregularities and technicalities and to request re-submittals or revised proposals.

**RFP Errors**

It is the proposing firm’s responsibility to immediately notify the Director of Purchasing & Physical Plant, as listed herein in PART I - ADVERTISEMENT: REQUEST FOR PROPOSALS (RFP) of any error in the RFP submittal discovered subsequent to the due date.

**Conflict of Interest**

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All proposing firms must disclose with their proposal the name of any officer, director or agent who is also an employee, officer, board member or trustee of the Foundation or College. Further, all proposing firms must disclose the name of any Foundation or College employee, officer, board member or trustee who owns, directly or indirectly, an interest of more than five per cent (5%) in the proposing firm’s, subsidiaries, branches, or parent company any firm involved with the proposing firm’s proposal.

**Protests**

The College’s Purchasing Rules are incorporated into these RFP documents by reference and shall apply except as may be modified by the terms of this RFP. Any protest concerning any claimed conflict, defect, unfairness, or ambiguity in this RFP must be filed within 72 hours following receipt of this RFP. Any protest concerning the award procedures, or intended award must be filed within 72 hours following notice of the Foundation’s intended decisions concerning selection of the successful proposing firm. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**Inspection of Sealed Proposals**

In accordance with Section 119.07(3) (o), Florida Statutes, sealed proposals received by the Foundation pursuant to requests for proposals are exempt from public inspection until the Foundation provides notice of a decision or intended decision pursuant to Section 120.57(3) Florida Statutes, or ten (10) calendar days after proposal opening, whichever is
earlier. RFP files may be examined during normal working hours by appointment with the Director of Purchasing & Physical Plant.

Public Records

Any material submitted in response to this RFP will become a public document pursuant to Section 119.07, Florida Statutes. This includes material which the proposing firm might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after opening pursuant to Section 119.07, Florida Statutes.

Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposing firm will in no way be a cause for relief from responsibility.

Federal and State Tax

Florida Keys Educational Foundation is exempt from Federal Tax, State Sales and Service Tax and State Tax for Tangible Personal Property. The Director will sign exemption certification certificates submitted by the successful proposing firm. Proposing firms or contractors doing business with the Foundation shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Foundation, or from any sales tax levied on lease payments to the Foundation nor shall any firm be authorized to use the Foundation’s or College’s tax exemption numbers in securing such materials.

Contingent Fees

The proposing firm warrants that no person or selling agency has been employed or retained to solicit or secure a contract herewith for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the proposing firm for the purpose of securing business. For breach or violation of this warrant, the Foundation shall have the right to annul any resulting contract without liability or, in its decision, to deduct from the contract price without consideration or otherwise recover the full amount of such commissions, percentage, brokerage or contingent fee.

Equal Opportunity

Florida Keys Community College and the Foundation encourage the participation of minority/women business enterprises (M/WBE), in all contracts, subcontracts and joint ventures associated with this project. No person or firm shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in conjunction
with the awarding and performance of any Foundation procurement on the basis of race, color, religion, national origin, age, sex, disability or marital status.

The Foundation is committed to actively soliciting bids from businesses owned by females and minorities as well as from businesses that make good faith efforts to provide business opportunities to women and minority-owned subcontractors. The College strongly encourages women-owned and minority business enterprise participation in this project. Additionally, the Foundation encourages all proposing firms to make a good faith effort to provide opportunities to women and minority-owned businesses and to commit a portion of the contracted amount to capable W/MBE businesses. However, the Foundation does not require a percentage of W/MBE’s participation for this project. The successful proposing firm will be required to meet each of the following requirements with regard to women-owned and minority businesses.

1. Publicly report to the Foundation’s Board the intended percentage of W/MBE participation for this project.

2. Publicly report to the Foundation’s Board the plan for ensuring that W/MBE’s are provided the opportunity to compete for subcontracted business for this project.

3. Report regularly throughout the project to Foundation staff and Board the efforts being made to provide opportunities to W/MBE firms.

4. Report regularly throughout the project to Foundation staff and Board the company names, dollar amounts, and type of business subcontracted to W/MBE firms.

5. Provide other data as may be needed in order for the Foundation to prepare reports regarding W/MBE activities.

6. Provide other data as may be needed in order for the Foundation to prepare reports regarding W/MBE contract activities as required by the State of Florida.

**Public Entity**

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not bid on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
Right to Select More Than One Master Developer

The Foundation reserves the right to select more than one Master Developer under this RFP and/or modify the scope of services to be provided by any Master Developer(s) engaged under this RFP.

Participation in Other Solicitations Regarding This Project

Master Developer(s) engaged under this RFP may not make submissions to provide services to the Foundation under any other future solicitations for other services related to this development project without prior written consent from the Foundation.

Non-Exclusivity of Development Management Team Members

The Foundation desires the ability to switch team members, supporting firms, subcontractors, tenants or other participating entities from one submitting firm to another or to replace proposed team members, supporting firms, subcontractors, tenants or other participating entities with Foundation-selected consulting firms, subcontractors, or other participating entities.

A condition of the Foundation accepting proposals will be that the proposal contains no exclusive agreements between the submitting firm and any team members, supporting firms, subcontractors, tenants or other participating entities regarding this project. However the Foundation reserves the right to consider, in its sole discretion, submissions that include exclusive relationships, provided that the relationship is ongoing and there is a history of substantial projects completed under the agreement. Any pre-existing agreements relating to exclusive relationships between team members, subcontractors, lessors or other participating entities must be fully documented in the proposal. Such documentation must include past examples of projects completed under the agreement.

Best and Final Offers/Negotiations

Foundation reserves the right to enter into negotiations with one or more proposing firms regarding the terms, conditions, finance and any other elements of the proposals submitted as well as to request best and final offers from one or more firms as part of the RFP process.

Use of Information Provided by the College

Foundation provides the attached information for use by the proposing firm in gaining a preliminary understanding of the project. It is the proposing firm’s, and ultimately the Master Developer’s, responsibility to perform its own due diligence to obtain and verify the current and accurate information for this project.

Exhibits
List of Exhibits provided with this RFP:

1. Guiding Principles for Student Housing Project
2. Key West/Stock Island area map
3. Site Aerial Photograph
4. Site Due Diligence Matrix
5. Affordable Housing Needs Assessment
6. Campus Map

List of Exhibits to be provided by Addendum: TBD

List of Exhibits Documents available for viewing, upon appointment with the Director of Purchasing & Physical Plant, during the RFP response period: TBD

The successful bidder would also have the potential opportunity to work with the South Florida Workforce Investment Board on its On the Job Training (OJT) program. Additional information would be provided upon request.
RFP Guiding Principles

Student Success & Learning.
The primary purpose of FKCC student housing is to enable students to enroll in and complete a course of study, in fulfillment of the College’s mission to enhance learning opportunities, especially for those who would lack the ability to attend FKCC without the availability of affordable student housing.

Innovation & Entrepreneurialism
An additional purpose of FKCC student housing is to facilitate, through innovative public-private partnership, entrepreneurship that anticipates and responds to the needs of students, business, and community.

Environmental Awareness
The student housing facility should exemplify conscientious conservation, appreciation for, responsible actions toward, and care in sustaining the world in which we live. Sustainability, objectively measured through the LEEDS certification process, is an important design feature.

Community participation
The student housing facility should foster workforce development initiatives which enhance the educational, recreational, economic, and cultural environment of the Florida Keys.

Diversity
The student housing facility must be accessible to students of all ages and backgrounds.
To:        Dr. Jill Landesberg-Boyle
From:  Dr. John Kehoe
Date:  August 21, 2008
Subject:  Capital Improvement Plan

The college administration respectfully requests the approval of the attached Capital Improvement Plan.

The Capital Improvement Plan (CIP) is an annual document that the DOE requires each community college to submit. This year’s CIP reflects the new Educational Plant Survey, a five year master plan for campus facilities (approved by the Board of Trustees in June 2008). The Master Plan, with over $65 million in construction and renovation improvements, has been approved by the DOE. The purpose of CIP is to prioritize those items that are top on our list for funding. The highlights of the CIP include:

- New site campus site in Key Largo.
- A new Physical Education and Applied Arts building at the Key West Campus.
- A new vocational classroom building at the Key West Campus.
- Remodeling of the old Marine Propulsion site.
- Renovation and remodeling funds to address ADA issues, improve campus security and safety, and provide for campus landscaping.

The CIP reflects a vision for premier campus facilities’ that reflect the quality of the education offered at Florida Keys Community College.
## Projects for the Capital Improvement Plan 2009-10 to 2013-14

<table>
<thead>
<tr>
<th></th>
<th>2009-10</th>
<th>2010-11</th>
<th>2011-12</th>
<th>2012-13</th>
<th>2013-14</th>
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<tr>
<td>Renovations;</td>
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<tr>
<td>Safety/ADA Issues</td>
<td>$650,000</td>
<td>$650,000</td>
<td>$650,000</td>
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<td>General Campus Wide</td>
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<td>$3,280,000</td>
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<td>Remodeling Marine</td>
<td></td>
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<tr>
<td>Propulsion Bldg.</td>
<td></td>
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<td></td>
<td>$1,969,000</td>
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<td>New Constructions:</td>
<td></td>
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</tr>
<tr>
<td>Marine Propulsion Bldg.</td>
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<td>$463,000</td>
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<tr>
<td>Phys Ed/Applied Arts Bldg.</td>
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<td>$9,925,000</td>
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<td></td>
</tr>
<tr>
<td>Health Science Bldg. (KL)</td>
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<td>$5,021,000</td>
<td>$5,925,000</td>
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<tr>
<td>Classroom Building</td>
<td></td>
<td></td>
<td>$200,000</td>
<td>$3,623,000</td>
<td>$4,519,000</td>
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<td></td>
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<td>$126,000</td>
<td>$3,070,000</td>
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<tr>
<td>Property Acquisition</td>
<td>$5,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To: Dr. Jill Landesberg-Boyle

From: Dr. John Kehoe

Date: August 21, 2008

Subject: Hayes Cummings Architects, PA

Pursuant to Florida Statutes 287.017, Rules of the Department of Education and College Board Rules 2.200, the Hayes Cummings Architects, PA contract was submitted and signed by the President of the Florida Keys Community College. This item is submitted for the Board as an informational item.

The contract is available for review.
DIRECTOR'S RECOMMENDATION TO SUPERINTENDENT

Date: 06/11/2008

ACTION BY: School Board Meeting

DEPARTMENT: Instructional Services  DEPARTMENT HEAD: Mike Henriquez

SUBJECT: (be specific)

Interinstitutional Articulation Agreement between Monroe County School District and Florida Keys Community College

GIVE RESUME OF BACKGROUND INFORMATION:

Florida Statue 1007.235 requires school districts and community colleges to jointly develop a comprehensive articulated agreement in support of the dual enrollment program.

IS ITEM BUDGETED: Yes _X___ No ______

TOTAL COST: Through this agreement, Monroe County School District will be absorbing cost related to dual enrollment courses offered on the high school campus and Florida Keys Community College will be responsible for the cost of courses offered on the community college campus. Exceptions to this rule are spelled out in the IAA.

REVIEWED BY ADMINISTRATION: Yes _X___ initial No ______  

REVIEWED BY ATTORNEY: Yes _X___ No ______

RECOMMENDATION: Please recommend action desired. If a motion, please write out motion.

Approval of Interinstitutional Articulation Agreement between Monroe County School District and Florida Keys Community College
INTERINSTITUTIONAL ARTICULATION AGREEMENT BETWEEN
MONROE COUNTY SCHOOL DISTRICT
AND
FLORIDA KEYS COMMUNITY COLLEGE

WHEREAS, Section 1007.235, Florida Statutes, specifies the development of district interinstitutional articulation agreements between the District School Board of Monroe County and the District Board of Trustees of Florida Keys Community College for the purpose of providing a primary framework within which all future interinstitutional objectives and activities shall be described, and

WHEREAS, the School Board of Monroe County, hereinafter referred to as “MCSD”, and the District Board of Trustees of Florida Keys Community College, hereinafter referred to as “FKCC” desire to implement the above statute, an articulation committee with representation from MCSD and FKCC shall be established.

Committee members shall include:

- Superintendent of Schools, MCSD
- Executive Director of Instructional Services, MCSD
- District Dual Enrollment/Early College Coordinator, MCSD
- Career and Technical Education Coordinator, MCSD
- School Guidance Counselor or Administrator from each high school, MCSD
- FKCC President
- FKCC Provost
- FKCC Vice Provost
- FKCC Director of Advising Services

The term of this agreement shall commence July 1, 2008, and end June 30, 2009. This agreement shall continue for annual terms beginning July 1, 2008 unless terminated as hereinafter provided.

A. MSCD and FKCC shall review jointly this Agreement and performances of parties hereunder each year in order to assure both parties that it continues to serve their mutual interest.

B. Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.

NOW, THEREFORE, MCSD and FKCC for the consideration hereinafter described, agree as follows:

ARTICLE I. Ratification of Agreements: The signing of this agreement shall attest to the ratification of the agreements between MCSD and FKCC listed below.

- CAMP Letter of Understanding
- Marine Technology/Nautical Science Agreement
- Marine Science/Science of Underwater Performance Agreement

The following are agreements currently in place between MCSD and FKCC.

- Shared Classroom Space at Coral Shores High School
- Shared Classroom Space at Marathon High School
- Shared use of district owned waste water treatment plant at Gerald Adams school
ARTICLE II. Program Description: The Dual Enrollment/Early College program is the enrollment of an eligible secondary student in a post secondary course creditable toward high school completion, a career certificate or an associate degree. Dual Enrollment/Early College, an articulated acceleration mechanism between MCSD and FKCC, shall serve to shorten the time necessary for students to complete the requirements associated with the conference of a degree, broaden the scope of curricular options available to students, and increase the depth of study available for a particular subject by offering co-sponsored college credit courses to eligible high school students as provided in the Dual Enrollment/Early College Articulation Agreement. Students enrolled are exempt from the payment of registration, tuition, and laboratory fees.

Early admission is a form of Dual Enrollment/Early College permitting high school students to enroll in college or career courses on a full-time basis on FKCC campus. Early Admission students must be enrolled in their local high school and obtain advance approval from their high school principal to participate in the program ensuring that their college credits apply toward high school graduation. Participation in early admission shall be limited to students in grades 11 and 12.

Career early admission is a form of career Dual Enrollment/Early College through which eligible secondary students enroll full time in a career center or a community college in courses that are creditable toward the high school diploma and the certificate or associate degree. Participation in the career early admission program shall be limited to students who have completed a minimum of 6 semesters of full-time secondary enrollment, including studies undertaken in the ninth grade. As with all Dual Enrollment/Early College programs, student earn both high school and college/career credits for courses completed.

For special programs, a letter of understanding will be submitted to MCSD and FKCC to approve parameters of the program before advertised to the public.

FKCC and MCSD do hereby agree with each other as follows:

1. Course Offerings – College-level courses including college credit and vocational credit may be offered by FKCC for high school students participating in the Dual Enrollment/Early College Program. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours, after school hours and during summer terms. Students who meet the DE eligibility requirements shall be allowed to enroll in courses on the Dual Enrollment -High School Subject Area Equivalency List, http://www.fldoe.org/articulation. Courses on this list are guaranteed to satisfy high school graduation subject area requirements. Students may also enroll in other approved courses offered by FKCC that are listed in the Statewide Course Numbering System. These courses will count as elective credit toward high school graduation unless otherwise listed below.

<table>
<thead>
<tr>
<th>Post Secondary Course Completed through Dual Enrollment</th>
<th>High School Graduation Subject Requirement Satisfied</th>
<th>High School Credit Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCB 2102C Marine Data Collection</td>
<td>Science</td>
<td>1 credit</td>
</tr>
<tr>
<td>OCB 2260C Monitoring and Assessment of Coral Reef Habitats</td>
<td>Science</td>
<td>1 credit</td>
</tr>
<tr>
<td>OCB 1130C Restoration of Marine Habitats</td>
<td>Science</td>
<td>1 credit</td>
</tr>
</tbody>
</table>

Approved courses shall be credit-bearing courses leading to the completion of an associate degree or vocational certificate and shall not include remedial or physical education skills courses.

Approval to enroll in a Dual Enrollment/Early College course does not guarantee applicability toward satisfaction of requirements for eligibility for Bright Futures scholarships.
2. **Faculty** – FKCC shall assume responsibility for the maintenance of the instructional quality (F.S. 1007.235(2)(b)8). Dual Enrollment/Early College instructors shall be MCSD teachers selected through mutual agreement between FKCC and the respective high school principal or regularly employed faculty of FKCC. A high school teacher selected to teach Dual Enrollment/Early College will be designated as an adjunct faculty member of FKCC and therefore must meet the credentialing standards required by the Commission on Colleges of the Southern Association of Colleges and Schools. All instructors teaching high school based Dual Enrollment/Early College classes will be required to attend a FKCC orientation meeting at the beginning of each school year. At this meeting MCSD faculty will be provided with:

- the current FKCC faculty handbook
- the current FKCC student handbook
- the name of a full-time faculty contact from FKCC in the same discipline
- the criteria used for teacher evaluation by a FKCC faculty member or FKCC administrator
- the college-wide grading expectations and guidelines

As required by FKCC policy, the faculty/course shall be evaluated by the approved student evaluation instrument and by the FKCC academic department head.

Where applicable, each party shall ensure all instructors having contact with minors are in compliance with sections 1012.32, 1012.465 and, Florida Statutes (2005) as well as with the requirements of House Bill 1877, The Jessica Lunsford Act (2005).

3. **Parent and Student Notification** – FKCC and MCSD will engage in an extensive joint public relations campaign. Each year, prior to the beginning of the joint DE publicity campaign, MCSD administration will ascertain that principals and guidance counselors understand that facilitating DE participation is a priority of the District and the College; FKCC shall do likewise with its faculty and staff. FKCC representatives will meet with each high school principal prior to the beginning of school to determine dates of school events, including Open House, Student Orientations, Meet the Teacher nights, and sporting events. At the events agreed upon by both parties, FKCC representatives will notify students and parents of the option to participate and the student guidelines for the application process. The school principal or guidance counselors will ask FKCC staff to be available to speak to 8th grade students regarding Dual Enrollment/Early College prior to students completing their ePersonal Education Planner (ePEP) and selecting their Major Area of interest. Included in the orientation will be a discussion of the purpose of Dual Enrollment/Early College, types of college degrees, career planning, and the implications of establishing a college transcript while still in high school. As freshman, students will be informed of eligibility criteria and options for taking DE courses beyond the regular school year, including taking classes during school hours, after school hours, and during the summer terms.

4. **Student Eligibility** – MCSD and FKCC have developed enrollment criteria and a screening process to identify and select students for enrollment in Dual Enrollment/Early College Programs as to assure that students selected are appropriately prepared to benefit from college-level courses. The enrollment criteria are:

- Completion of grade 9.
- An unweighted GPA of 3.0 and demonstrated readiness for college course work through scores on the College Placement Test (CPT), ACT and/or SAT. Participation in vocational Dual Enrollment/Early College requires a 2.0 unweighted GPA. For students who do not meet the GPA requirements, the high school principal may make a recommendation to the Provost and/or Vice Provost to grant an exception.
- Recommendation from the guidance counselor, or the principal.
- Expressed intent by the student to pursue a postsecondary degree or vocational certificate.
- Students must meet the prerequisites listed in the college catalog. [https://star5a.fkcc.edu/prod/bwckctlg.p_disp_dyn_ctlg](https://star5a.fkcc.edu/prod/bwckctlg.p_disp_dyn_ctlg) Students must obtain instructor’s permission to register for a course for which they have not met course prerequisites. This is done at the instructor’s discretion. Instructors must complete an instructor’s permission form.
In accordance with a student’s documented IEP transition plan, MCSD and FKCC will allow Students with Disabilities on Special Diploma to be granted exemption from the GPA admission requirements.

The following chart indicates the required test scores for placement:

### PREREQUISITE DEFINITIONS

#### Florida College Entrance Level Placement Test

<table>
<thead>
<tr>
<th>Test Code</th>
<th>Test Name</th>
<th>Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPTR</td>
<td>College Placement Test</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Reading</strong></td>
<td><strong>Placement</strong></td>
</tr>
<tr>
<td></td>
<td>83 &amp; above</td>
<td>No Preparatory Course Required</td>
</tr>
<tr>
<td></td>
<td>82 - 61</td>
<td>REA 0003C-Reading II</td>
</tr>
<tr>
<td></td>
<td>60 - 30</td>
<td>REA 0002C-Reading I</td>
</tr>
<tr>
<td></td>
<td>29 &amp; below</td>
<td>See Counselor or Testing Coordinator for more information</td>
</tr>
<tr>
<td>CPTL</td>
<td>College Placement Test</td>
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</tr>
<tr>
<td></td>
<td><strong>Language Sentences</strong></td>
<td><strong>Placement</strong></td>
</tr>
<tr>
<td></td>
<td>83 &amp; above</td>
<td>No Preparatory Course Required</td>
</tr>
<tr>
<td></td>
<td>82 &amp; below</td>
<td>ENC 0020-Communication Skills</td>
</tr>
<tr>
<td>CPTA</td>
<td>College Placement Test</td>
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</tr>
<tr>
<td></td>
<td><strong>Arithmetic</strong></td>
<td><strong>Placement</strong></td>
</tr>
<tr>
<td></td>
<td>57 &amp; above</td>
<td>None or QMB 1001; MTB 1350</td>
</tr>
<tr>
<td></td>
<td>56 &amp; below</td>
<td>MAT 0002-Basic Arithmetic</td>
</tr>
<tr>
<td>CPTE</td>
<td>College Placement Test</td>
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</tr>
<tr>
<td></td>
<td><strong>Elementary Algebra</strong></td>
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<tr>
<td></td>
<td>98 &amp; above</td>
<td>MAC 1105; MGF 1106; MAC 1114</td>
</tr>
<tr>
<td></td>
<td>72 - 97</td>
<td>MAT 1033; STA 2023; PHI 2100</td>
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<tr>
<td></td>
<td>71 &amp; below</td>
<td>MAT 0024</td>
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#### ACT

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<tr>
<td>A03</td>
<td>ACT Verbal</td>
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<td></td>
<td><strong>Reading</strong></td>
<td><strong>Placement</strong></td>
</tr>
<tr>
<td></td>
<td>18 &amp; above</td>
<td>No Preparatory Course Required</td>
</tr>
<tr>
<td></td>
<td>17 &amp; below</td>
<td>REA 0002C-Reading I &amp; REA 0003C-Reading II</td>
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<tr>
<td>A01</td>
<td>ACT Verbal</td>
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<td></td>
<td><strong>English</strong></td>
<td><strong>Placement</strong></td>
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<td>17 &amp; above</td>
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<tr>
<td></td>
<td>16 &amp; below</td>
<td>ENC 0020-Communication Skills</td>
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<tr>
<td>A02</td>
<td>ACT Math</td>
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<td><strong>Arithmetic</strong></td>
<td><strong>Placement</strong></td>
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<tr>
<td></td>
<td>21 &amp; above</td>
<td>MAC 1105; MGF 1106; MAC 1114</td>
</tr>
<tr>
<td></td>
<td>19 - 20</td>
<td>MAT 1033; STA 2023; PHI 2100</td>
</tr>
<tr>
<td></td>
<td>17 - 18</td>
<td>MAT 0024</td>
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<tr>
<td></td>
<td>16 &amp; below</td>
<td>MAT 0002</td>
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#### SAT

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<th>Test Name</th>
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<td>S01</td>
<td>Reading And English (Verbal Score)</td>
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<td></td>
<td>440&amp; above</td>
<td>No Preparatory Course Required</td>
</tr>
<tr>
<td></td>
<td>439&amp; below</td>
<td>REA 0002C-Reading I</td>
</tr>
<tr>
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5. **CPT Testing** – The CPT will be administered to high school students by FKCC upon request by the MCSD high school principal or counselor at times and places based on mutual agreement. This test date will vary by campus. The 45 day waiting period can be waived by request of the principal or counselor.

For students that are testing by individual appointment at an FKCC site, A College Placement Test (CPT) Authorization Form must be completed by the principal or high school counselor to permit the prospective Dual Enrollment/Early College students to test. The student must bring the completed form to the FKCC assessment staff member on the date the test has been scheduled. This form will be provided to each high school.

The CPT may be administered at a testing center at FKCC or on the high school campus as arranged with the high school. Reasonable accommodations will be provided at the test site for the administration of the CPT to students with disabilities.

FKCC will be solely responsible for providing test security, procedures and instructions at all testing sites. An FKCC assessment staff member will provide test materials and test administration at all testing sessions.

The CPT will be administered on an agreed upon schedule with each participating high school and FKCC. The individual testing administration will be scheduled to all for the full-time period allowed for the administration of the CPT.

The CPT may be administered to students in high school as determined by each participating high school principal. Each high school will be responsible for notifying students about the test and to clearly inform them that this test is optional.

FKCC will provide the CPT test materials at no charge to MCSD or students.

FKCC will provide test results for individual students immediately following the test. Aggregate reports will be provided to each high school and the MCSD district office as requested.

6. **Student Advising** – High school counselors are responsible for advising students relative to their Dual Enrollment/Early College curricular choices and insuring that they meet the requirements for high school graduation.

All students are strongly encouraged to meet with their high school guidance counselors to determine the appropriate courses to meet their high school graduation requirements and count toward postsecondary academic goals. This step applies to students taking classes at the high school location as well as to those enrolled at an FKCC campus.

Florida Keys Community College will provide academic advising services for students participating in the Dual Enrollment/Early College Program that will consist of the following components:

At or near the start of the student’s first term of enrollment, he/she will be contacted by FKCC and provided the opportunity for an in-person advising session. Advising sessions may be conducted at the high school or at the college site, in small groups or one-on-one, depending on the needs of the student. As part of the advising session, the following topics will be covered:

- FKCC program options
- Program planning
- Common pre-requisite planning
- Methods for coordinating high school and college course planning
Dual enrolled students will have the same access to advising and program planning tools and resources that traditional college students have.

Students will be provided access to a qualified college advisor (Dual Enrollment/Early College coordinator, academic advisor, center director, counselor, etc.) on an appointment basis throughout the year.

FKCC will work with the individual high schools to offer on-site planning and advising sessions conducted jointly by the college and the high school staff.

The college and the district will make use of jointly agreed-upon advising documents designed to assist students with program planning and course decisions.

7. **Orientation** – All Dual Enrollment/Early College students are required to attend a New Student Orientation session that will provide a helpful introduction to the college campus experience either on FKCC campus or at the high schools. Orientation should be completed during or prior to the first month of class and must be completed within the first term of enrollment. Failure to attend a New Student Orientation within the first term of enrollment will prevent subsequent enrollment until this requirement is met. Students will be provided with information on how to access the college library and obtaining a library card during these sessions.

   - **Orientation at the High School**
     Students participating in Dual Enrollment/Early College courses held at their high schools should ask their guidance counselors if an orientation will be held at their high school location. Orientations at participating high schools are typically offered during the first month of class. Sessions will be scheduled with the guidance counselors at each high school site. Students who are unable to attend a session at their high school are responsible for scheduling an orientation at the FKCC main campus.

   - **Orientation at Florida Keys Community College**

   - **Orientations are scheduled on the FKCC main campus throughout the year.**

8. **Student Registration** – For students taking Dual Enrollment/Early College courses on the high school campus, a student must complete the Dual Enrollment Application for Admission. The Dual Enrollment Application for Admission includes certification of a student’s eligibility in regard to grade point average and assessment scores. This application is available online at [www.fkcc.edu](http://www.fkcc.edu) or through the high school guidance office.

   This application must be submitted to the high school guidance office by June 30th for the following academic year. Exceptions may be made for transfer students and course schedule adjustments on a case by case basis.

   For students taking Dual Enrollment/Early College courses on the college campus, a student must submit an Application for Admission and a Dual Enrollment Authorization Form.

   MCSD will provide rosters and the Dual Enrollment Application for Admission of their Dual Enrollment/Early College courses to the office of Enrollment Services no later than two weeks from the start of their term.

   MCSD instructors will enter their final grades via the FKCC online services no later than one week from the end of their term.
9. **Curriculum Standards** – All courses taught as part of Dual Enrollment/Early College must meet the postsecondary course content requirement as specified in the Statewide Course Numbering System.

Each Dual Enrollment/Early College faculty member will be provided with a copy of course plans/objectives for the college course they are teaching by the FKCC Instructional staff. In addition, they will be provided with additional requirements for Gordon Rule courses, if applicable. All course objectives must be included in the instructional plan and “covered” per the syllabus during the term.

Each Dual Enrollment/Early College teacher shall file a copy of their current course syllabus with the discipline/department chair of FKCC prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses.

Dual Enrollment/Early College faculty must file a copy of their course final exam with the Provost or Vice Provost at FKCC. The exams will be reviewed for comprehensiveness in assessing expected learning outcomes and feedback will be provided as appropriate to the instructor and the high school principal.

Course requirements in terms of texts, papers, or other assignments for Dual Enrollment/Early College students shall be at the same level of rigor or depth as those for all non-Dual Enrollment/Early College postsecondary students. Dual Enrollment/Early College courses taught on a high school campus are expected to maintain a college-like atmosphere with minimal interruptions of instructional time. Student behavior which is disruptive to the learning environment may result in that student’s loss of Dual Enrollment/Early College eligibility.

10. **Grades, Credits and Withdrawals** – (F.S. 1007.271(16)) requires districts to “weigh Dual Enrollment/Early College courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated.” MCSD will award weighted credits as specified in the Student Progression Plan.

MCSD will accept Dual Enrollment/Early College course grades from FKCC’s official college transcript, and enter the SCNS course prefix/number and grade, including a W code to the high school transcript.

- If the high school student withdraws from college course by the college “drop-add” deadline and the FKCC transcript does not reflect a course or grade, the high school can omit the entry of the postsecondary course to the high school transcript.

- If a student withdraws from a Dual Enrollment/Early College course and FKCC coded the withdrawal with a “W” code, the high school must enter a “W” code for the Dual Enrollment/Early College course to the high school transcript.

11. **Student Monitoring** – To monitor student progress, the instructor will contact the high school counselor and FKCC advising staff if a student is not mastering the class and is in danger of receiving a D or F. The high school counselor will contact the student and discuss the situation and options for success.

12. **College Transcripts and Grade Reporting** – At the end of each term, FKCC will provide the principal of each high school with final grades for all students enrolled under the provisions of this Agreement. This same information shall be provided to the MCSD Dual Enrollment/Early College coordinator.

All full time and adjunct faculty teaching Dual Enrollment/Early College classes must observe college procedures/deadlines for submission of grades in the appropriate format. Dual Enrollment/Early College instructors will use FKCC’s online services to submit grades.
13. **Repeating a Course** – A student is allowed to repeat a course only two times in order to improve a failing grade ("D" or "F"). Only the last grade earned in a repeated course will be computed into the grade point average, provided the last assigned grade is not a “W” (withdrawal) or an “X” (audit). However, all courses attempted will appear on the transcript. Students should be aware that some private or out-of-state colleges and universities may not accept a repeated course and may compute the initial grade in the grade point average. Some Florida State Universities may include both attempts (grades) in their final computation of the grade point average. Students may not repeat a course to improve grade point average after the awarding of the Associate in Arts, Associate in Science, and/or the Associate in Applied Science degrees. Courses may be repeated if they are designated as repeatable, such as choir, music or other individualized courses of study; or if they are required to be repeated by a regulatory agency; or are being repeated as part of a regulatory requirement for continuing education to stay current in a field, such as teacher certification.

14. **Total Attempts** – This policy applies to college-level and college preparatory courses taken for the first time beginning with Fall Semester 1997. Only Florida Keys Community College courses are counted in attempts. Repeatable courses, required to be repeated by a regulatory agency, or courses being repeated as part of a regulatory requirement for continuing education to stay current in a field, such as teacher certification, will not be applied to this policy. A student can only repeat a course in which they have earned a grade of “D” or “F”. A student may have only three (3) attempts per course including the original grade, repeat grades, and withdrawals at any point in the semester. On the third attempt, and thereafter a student will be assessed 100% of the full cost of instruction (non-Florida resident rates) of the course. A fourth attempt may be allowed only through an academic appeals process based on major extenuating circumstances. Audit enrollments shall not count as attempts unless such enrollment is declared after the end of the drop/add period. College preparatory students, who are required to be certified as completing competency-based college preparatory instruction, shall not be enrolled as audits.

15. **Financial Arrangements (Responsibility for Cost)** – As part of the cooperative efforts between MCSD and FKCC, each agency shall be responsible for its own cost of instructors hired to teach Dual Enrollment/Early College courses. FKCC will not charge MCSD for cost associated with the Marine Mechanics program held on the FKCC campus. Instructional material used in the Dual Enrollment/Early College/Dual Credit program must have a life of at least three (3) years or if changed before then, must be approved by the Articulation Committee. MCSD will pay for the cost of student textbooks. FKCC will provide classroom space and other campus amenities to the Keys Center free of charge.

16. **Textbooks** – Textbooks/instructional materials used in Dual Enrollment/Early College classes must be the same or comparable with those used in other postsecondary courses at the college with the same course prefix and number. FKCC Instructional staff will advise the school district of instructional material requirements as soon as that information becomes available, but not later than one term prior to a course being offered. Textbooks shall be provided to the student at no cost. Textbooks purchased by MCSD remain the property of the school district and must be returned by students at the end of each term. A textbook voucher is included with the Dual Enrollment Authorization Form signed by a school principal. After a student enrolls in a course, the textbook voucher along with a registration receipt will be accepted at the FKCC bookstore as payment for the textbook(s) needed for the course. Students from Key West High School will be required to pick up their textbooks from the FKCC bookstore. FKCC staff in the Middle and Upper Keys will fax the textbook voucher and the registration receipt to the FKCC bookstore and the textbooks will be delivered via the MCSD internal delivery system. Middle and Upper Keys FKCC staff will contact students when textbooks are available for pick up.

17. **Transportation** – Transportation for any student receiving Dual Enrollment/Early College instruction at any facility other than an MCSD school campus shall be provided by the student or the parent of such students (F.S. 1007.271(2)(b)10).

18. **Tuition and Fees** – Dual Credit students shall be exempt from the payment of registration, tuition, laboratory, and book fees (F.S. 1007.271(13)).
ARTICLE III. Postsecondary Remediation Reduction:
In order to facilitate the seamless education of students, MCSD recommends the following:

- High School Counselors will carefully screen potential students for Dual Enrollment/Early College classes.
- High School teachers and counselors will encourage qualified students to take the CPT test.
- High School Counselors will inform parents of Dual Enrollment/Early College opportunities at registration meetings.
- Dual Enrollment/Early College teachers will attend articulation meetings with FKCC Instructional staff.
- Students will be screened, beginning in the ninth grade, and will be placed in “intensive classes” to improve their skills in reading, math, and writing.
- Counselors and/or teachers will guide students in performing “interest surveys” and will outline classes/programs for students to take while attending universities/community colleges.
- Counselors will meet with students in their tenth, eleventh, and twelfth grade years to discuss their plans for post-secondary education.

In order to facilitate the seamless education of students, the College will:

- Administer CPT to interested high school students, to identify college readiness
- In an effort to better prepare high school students for the appropriate CPT, students will be provided with brochures and an opportunity to participate in information sessions.
- Have joint meetings in the discipline areas to discuss remediation needs and curriculum alignment issues from the Instructional area.
- Conduct articulation workshops with high school guidance counselors, College and Career Advisor Program Specialists (CCAPS) and College Student Services staff to disseminate and share information.
- In an effort to annually update district staff and school principals on program requirements, the College Provost will present information at a District Planning Team meeting which includes all principals and instructional staff.
- Conduct “College Night” activities in an effort to inform students and parents of available programs and eligibility requirements.
- Enable eligible students from all three high schools to participate in the College Reach-Out (CROP), a program designed to further the Legislature’s intent of increasing the number of students successfully completing a postsecondary education. The primary object of CROP is to strengthen the educational motivation and preparation of low-income and educationally disadvantaged students in grades 6 – 12.

Pursuant with F.S. 1007.235(c), the Articulation Committee shall annually analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs. Results of the assessment shall annually be presented to the School Board and the College Board of Trustees.

ARTICLE IV. Promotion of Career/Technical Preparation:
MCSD and FKCC will form a committee to explore CTE Dual Enrollment/Early College offerings for student success. The members of this committee will include at least:

- one MCSD CTE teacher in each career path under consideration
- one MCSD administrator or guidance counselor from each school
- one member from a School Advisory Council
- one member of the CTE advisory committee for each career path under consideration
- FKCC Provost
- FKCC Vice Provost

This committee will make recommendations concerning what CTE programs will be offered through Dual Enrollment/Early College and the requirements for students to participate.
ARTICLE V. Teacher Preparation Plan:
Due to the continuous need for teachers in the Monroe County School System, FKCC will develop a system to support students who are interested in teaching and who will return to teach in the Monroe County School System.

FKCC will institute an Educator Preparation Institute (EPI) to facilitate alternative certification for prospective or current teachers with degrees from non-education programs. The EPI program will meet state requirements and include modeling of instructional strategies that participants can translate into classroom practice. FKCC staff will coordinate with MCSD staff to ensure that EPI aligns with the induction program and professional development protocol.

ARTICLE VI. Evaluation:
FKCC shall conduct follow-up analysis on grades of Dual Enrollment/Early College students in subsequent college courses taken at FKCC to ensure that level of preparation and future success is comparable with non-DE postsecondary students.

Reports shall be shared/reviewed with MCSD and the Division of Community Colleges and Workforce Education.

FKCC and MCSD shall conduct course/instructor evaluations for Dual Enrollment/Early College classes on the high school campus, consistent with those used in all other FKCC college classes.

FKCC and MCSD shall conduct follow-up on Dual Enrollment/Early College course offerings to ensure that grading standards and outcomes are comparable to non-Dual Enrollment/Early College sections. Results will be shared/reviewed with MCSD.

Each year, FKCC will provide MCSD with a Minimum Performance Measure Summary:

1. Annual Participation Rate
2. Annual Participation Rate by gender/ethnicity
3. Grade Distribution for Dual Enrollment/Early College students
4. Comparison of Grade Distribution for “regular” community college students and DE students
5. Postsecondary enrollment rate by prior year high school graduates by Dual Enrollment/Early College students and non-Dual Enrollment/Early College students disaggregated by ethnicity and gender.
6. Student success rate (grade) in postsecondary courses subsequent to Dual Enrollment/Early College.
7. Comparison of student success rate in the SUS courses for non-Dual Enrollment/Early College students with DE students.
IN TESTIMONY WHEREOF, THE DISTRICT SCHOOL BOARD OF MONROE COUNTY,

AND THE

DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

Hereto have caused this contract to be executed by the undersigned officials as duly authorized on this ___day of ____ 2008.

THE DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA

BY:____________________________________  ____________
    Chairperson, Steve Pribramsky         Date

BY:____________________________________  ____________
    Superintendent, Randy Acevedo        Date

THE DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

BY:____________________________________  ____________
    Chairperson, Ed Scales                Date

BY:____________________________________  ____________
    President, Dr. Jill Landesberg-Boyle  Date
Letter of Understanding
2008 Cultural American Music Program
(CAMP and Careers)

Student Eligibility
MCSD and FKCC have developed enrollment criteria and a screening process to identify and select students for enrollment in Dual Enrollment CAMP as to assure that students selected are appropriately prepared to benefit from college-level courses. The enrollment criteria are:

- Completion of grade 9
- Participation in academic (General Education) Dual Enrollment requires a 3.0 unweighted GPA.
- Demonstration of readiness for college course work through scores on the College Placement Test (CPT), ACT and/or SAT as required per course. FKCC will provide the CPT Test to CAMP students on request at no charge.

Participation in career Dual Enrollment requires a 2.0 unweighted GPA.

For students who do not meet the GPA requirements, the high school principal may make a recommendation that the Provost and/or Vice Provost to grant an exception. Through the District CAMP Liaison the CAMP Student Services Coordinator will work with high school principals on an individual student basis to determine whether an exception will be approved in the case of a request for an exception.

Enrollment and Grade Procedures

- Interested participants will return CAMP enrollment forms and FKCC Dual Enrollment applications to the CAMP Student Service Coordinator by May 1.
- FKCC will receive Completed Dual Enrollment applications from the CAMP Student Service Coordinator by May 15.
- CAMP participants that have never been enrolled in a Monroe County School (students whose information is not in TERMS) must complete a MCSD enrollment form and register at Marathon High School for summer school.
- MCSD CAMP Liaison will provide CAMP course rosters to the MHS Summer School Administrator for enrollment into MHS summer school.
- MHS data entry will enroll all CAMP participants, regardless of in county, out of county or private/home school students, in TERMS for summer school. Students who are taking Dual Enrollment courses should be enrolled using the appropriate college course number. Care should be taken concerning proper TERMS coding for Subject Area and Credit Code.
- Records for student attendance will be kept by CAMP Student Service Coordinator.
- Dual Enrollment grades will be submitted to FKCC electronically.
• MCSD CAMP Liaison will give Dual Enrollment grades to the MHS Summer School Administrator for entry into TERMS.

• As with all summer school students, the CAMP students should be withdrawn by the Data Entry Clerk at the end of summer school.

Student Advising
CAMP students and parents will attend an orientation session relative to the benefits and responsibilities of taking a dual enrollment course. CAMP Staff will inform students and parents that dual enrollment grades are calculated in the student’s postsecondary GPA and recorded as part of their postsecondary transcript. During the advising process, Camp Staff will share with both the parent and student the consequences of poor performance or course withdrawal after the drop date. Students should be aware that four year universities review all postsecondary transcripts and GPA’s as a part of the admission process, and that performance in dual enrollment courses can affect admission decisions.

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*This course meets Gordon Rule requirements.
AGREEMENT FOR MARINE TECHNOLOGY/NAUTICAL SCIENCE DUAL ENROLLMENT

This agreement, entered into by and between Key West High School of the School Board of Monroe County, Florida, hereinafter referred to the KWHS and Florida Keys Community College hereinafter referred to as the FKCC is as follows:

FKCC shall, in a satisfactory and proper manner as determined by KWHS, to perform and provide the following goods and services for the Marine Technology/Nautical Science Dual Enrollment courses to be conducted for Key West High School students at Florida Keys Community College, during the 2008-2009 school year.

- Courses are to be conducted:
  - MTE 1811 Basic Seamanship
  - MTE 1651C Gas and Electric Welding
  - MTE 1301 Fiberglassing Theory
  - GEB 1011 Intro to Business
- Student attendance is required to be sent to a designated person at KWHS on a daily basis.
- Student grades are required to be sent to a designated person at KWHS on a weekly basis.
- Hire one instructor responsible for the class (attendance, grading, etc.)
- Provide a time clock for the students to clock in for class (treat it like a job).
- Enforce a uniform policy for students (dress code).
- Class will start at 1:00 p.m. and end at 4:00 p.m.
- Provide for field trips to local businesses for demonstrations.
- Arrange for local businesses will come out to the college for public speaking engagements.
- Design a curriculum approved by the ABYC (14 module program)
- Class will be available for grades 10 – 12.
- Provide a syllabus for each student and parent.
KWHS shall, in a satisfactory and proper manner as determined by the FKCC, perform and provide the following goods and services for the Marine Technology/Nautical Science Dual Enrollment courses to be conducted for Key West High School students at Florida Keys Community College, during the 2008-2009 school year.

- Provide list of students to the Contractor that are registered for class.
- Provide necessary forms for field trips.
- Schedule DE Marine Students for 2nd lunch so that students have time to get to the college by 1:00 p.m.

ANY CHANGES IN THIS CONTRACT NECESSITATED BY SCHOOLS' (KWHS/FKCC) SCHEDULING REQUIREMENTS OR CHANGE OF DUAL ENROLLMENT POLICY WILL BE AGREED UPON BY BOTH KEY WEST HIGH SCHOOL AND FLORIDA KEYS COMMUNITY COLLEGE.

SCHOOL DISTRICT OF MONROE COUNTY        FLORIDA KEYS COMMUNITY COLLEGE
KEY WEST HIGH SCHOOL

Randy Acevedo                                   Dr. John Kehoe, Vice President
Superintendent                               Financial & Administrative Services
AGREEMENT FOR CONTRACTED CONSULTANT SERVICES

THIS AGREEMENT, entered into by and between Key West High School of the School Board of Monroe County, Florida, hereinafter referred to as the "AGENCY," and Florida Keys Community College hereinafter referred to as the "CONTRACTOR," is as follows:

1. The Contractor shall, in a satisfactory and proper manner as determined by the Agency, perform and provide the following goods and services for the Marine Science/Science of Underwater Performance dual enrollment course to be conducted at Key West High School and Florida Keys Community College, during the 2008-2009 school year:

   (A) Two scuba instructors, (lead instructor and one assistant), hired by the FKCC director of Diving Business and Technology in consultation with the Key West High School Marine Science Instructor.

   (B) Instructors will provide all relevant pool side and in water instruction, utilizing the FKCC pool for all confined water training and the FKCC underwater training area for all open water training.

   (C) All required dive equipment and air fills, not including mask, fins, and snorkel

   (D) Certification Cards for all students meeting certification standards.

2. The Contractor shall commence performance of the Agreement on the first scheduled pool day of the first term the course is scheduled, with two (2) weeks prior notice of that date to the Contractor. The Contractor shall complete all relevant confined water and open water training in accordance with an agreed upon schedule between the Key West High School Marine Science Instructor and Florida Keys Community College Dive Locker Manager.

3. The Agency shall, upon receipt of Certification Cards, reimburse the Contractor in the amount of $135.00 per student, with the exception of the students who choose not to continue to participate within the first week of confined water instruction.

4. Method of Payment: Payment will be requested by the Contractor by invoice, upon completion of the course. Payment will be made by the Agency within 30 calendar days of receipt of Billing Invoice.
ANY CHANGES IN THIS CONTRACT NECESSITATED BY SCHOOLS’ (KWHS/FKCC) SCHEDULING REQUIREMENTS OR CHANGE OF DUAL ENROLLMENT POLICY WILL BE AGREED UPON BY BOTH KEY WEST HIGH SCHOOL AND FLORIDA KEYS COMMUNITY COLLEGE.

SCHOOL DISTRICT OF MONROE COUNTY
KEY WEST HIGH SCHOOL

Randy Acevedo
Superintendent

FLORIDA KEYS COMMUNITY COLLEGE

Dr. John Kehoe, Vice President
Financial & Administrative Services
MEMORANDUM

DATE: July 10, 1991
TO: Dr. Henriquez, Superintendent of Schools
FROM: Kerry L. Highsmith, Director/Team Leader
SUBJECT: Letter of Agreement for Use of Facilities by FKCC

The terms of this agreement have been mutually worked out and agreed to by Nelson Read representing FKCC and Kerry Highsmith representing the DSB.

Effective with the 1991-1992 school year, Florida Keys Community College will pay an annual fee of $27,786 for use of CSHS ($2526/mo.) and $26,213 ($2383) for use of MHS. These amounts are based on FKCC paying a prorated amount of costs incurred by the District School Board as outlined below:

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The charges associated with this agreement will be revised annually based on the COLA (cost of living adjustment).

Note: Monthly payments are for 11 months only (July-May), not for 12 months per year.
A JOINT RESOLUTION BY THE DISTRICT SCHOOL BOARD
OF MONROE COUNTY AND THE DISTRICT BOARD OF TRUSTEES
OF THE FLORIDA KEYS COMMUNITY COLLEGE COMMITTING BOTH
BOARDS TO THE COOPERATIVE RECONSTRUCTION AND USE OF
FACILITIES.

WHEREAS, The District School Board of Monroe County, Florida,
hereinafter referred to as the SCHOOL BOARD, and the District Board of
Trustees of the Florida Keys Community College, hereinafter referred to as the
COLLEGE, desire to work cooperatively to provide the best possible educational
program for the residents of Monroe County, and

WHEREAS, the SCHOOL BOARD and the COLLEGE have successfully
cooperated in the past on such endeavors as shared workforce educational
programs, early admission programs for high school students, use of joint-use
facility sites by the COLLEGE for college courses at Coral Shores and Marathon
centers, administering joint enrollment task forces, and the Board of Trustees
scholarship and the Academic Excellence scholarship programs, and

WHEREAS, the two Boards wish to continue to engage in cooperative
ventures which will benefit and greatly enhance the educational services
provided to the residents of Monroe County, and

WHEREAS, there exists a need to provide renovated facilities at the
existing Marathon High School site for both the SCHOOL BOARD and
COLLEGE'S programs and educational space requirements at that center, and

WHEREAS, Florida Statute 1013.52 provides that two or more boards
including school boards and community college boards of trustees may
cooperatively establish a common educational facility to accommodate students,
and

WHEREAS, the continued combined utilization of such a facility will
provide a cost savings to the taxpayers of Monroe County and the State of
Florida, now therefore,
BE IT RESOLVED that the SCHOOL BOARD and the COLLEGE by this resolution request that the Commissioner of Education of the State of Florida ensure that an educational plant survey is conducted by his office as required to determine the need for a renovated facility on the site of Marathon High School for the purpose of housing workforce educational programs, secondary classrooms, college classrooms and office space and related storage areas and to also assist in funding the renovation and construction of the proposed educational plant facility.

BE IT FURTHER RESOLVED that the SCHOOL BOARD will assume the responsibility for the operation, maintenance, and control of the proposed plant on the campus of the existing Marathon High School on Sombrero Road in Marathon, Florida, and that by this resolution the two boards proclaim their commitment to the utilization of the proposed facility to accommodate students served by both boards.

PASSED and ADOPTED by the District School Board of Monroe County, Florida, and the District Board of Trustees of the Florida Keys Community College this 23rd day of August, 2004.

DISTRICT SCHOOL BOARD OF MONROE COUNTY

[Signature] 9/3/04
John R. Padget, Superintendent

[Signature] 9/3/04
Eileen Quinn, Chairwoman

DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

[Signature]
William A. Seeker, President

[Signature]
Brian C. Schmitt, Chairman
AGREEMENT

THIS AGREEMENT is made the 1st day of July, 1982, by and between the DISTRICT BOARD OF TRUSTEES OF THE FLORIDA KEYS COMMUNITY COLLEGE, hereinafter referred to as THE COLLEGE, and the MONROE COUNTY DISTRICT SCHOOL BOARD, hereinafter referred to as THE SCHOOL BOARD, and witnesseth:

THAT WHEREAS, both parties are involved in the operation of the educational facility known as the "Joint-Use Facility Center in Marathon," and

THAT WHEREAS, both parties have previously executed a resolution relative to this Facility (copy of which is attached and forms a part of this agreement), and

THAT WHEREAS, it is in the best interest of both parties that the relationship between the parties be formalized by a written instrument.

NOW, THEREFORE, in consideration of mutual obligations and payment hereinafter delineated, the parties agree that:

1. The School Board assumes the full responsibility for the operation, maintenance and control of the Joint-Use Facility.

2. The College will have authority to accommodate students for educational purposes within the Joint-Use Facility in approximately 50 percent of the space.

3. The College will pay the School Board for each month of occupancy $2,000 per month to cover operating costs such as: electric, water, custodial, custodial supplies, maintenance, repairs, and adequate insurance.

4. The School Board shall retain adequate cost records to ascertain, where feasible, the actual cost for items as enumerated above.
5. These costs shall be reviewed at least semi-annually and charges for such services to the College will be adjusted accordingly and retroactively, if necessary, to reimburse the School Board for costs incurred not encompassed by the payments herein provided.

6. Both parties recognize that the Joint-Use Facility is a combined effort to improve vocational education in the Marathon area and agree to make every effort to continue the successful operation of the Facility through mutual agreements as required.

THIS AGREEMENT will remain in full force and effect from year to year.

ATTEST:  

DISTRICT BOARD OF TRUSTEES OF  
FLORIDA KEYS COMMUNITY COLLEGE

William A. Seeker  
President

By:  
Chairman of the Board

ATTEST:  

DISTRICT SCHOOL BOARD OF  
MONROE COUNTY

Armando J. Pérez  
Superintendent

By:  
Chairman of the Board

REVIEWED FOR FORM  

By:  
E. Nelson Read  
Board Attorney
May 30, 1984

Mr. Kerry Highsmith  
District School Board of  
Monroe County  
242 White Street  
Key West, FL 33040

Re: Letter of Agreement for  
Use of Coral Shores High School  
for FKCC Programs for 1984/85

Dear Kerry:

Relative to the College's use of the Coral Shores High School facilities, please be advised of the following:

A. The general conditions as previously outlined in correspondence of September 10, 1979, and updated as necessary, will apply during the academic year of 1984/85, such as:

1. Estimated number of air conditioned rooms per night equal approximately 5 rooms per night, for a total of about 17 to 22 rooms per week.

2. Mr. Kenneth Krentz, the College's Coral Shores Coordinator, shall coordinate with the Coral Shores High School Principal, Michael Lannon, for such requirements, as well as the hours for the use of such rooms.

B. Charges for such rooms shall be computed based on data supplied in your letter dated August 20, 1984, and for custodial labor and supplies as amended by your letter dated November 23, 1984, and as reflected in our last letter of agreement dated January 18, 1983, as follows:

1. $1.58 per hour, per room (utilities), or $4.74 per room each night for the College's normal three hour/three credit hour sessions.

"THE COLLEGE OF THE KEYS"
2. Custodial labor and supply charges for Terms I, II, and III for academic year 1984/85, for all classrooms used by the College will remain $6,634.52 annually; one-third of each term (3 payments) to be made on or about the end of the following months: December 1984, April 1985, and August 1985.

3. Billing form will remain as in the past.

C. Payment for such use:

1. The College issues to the District School Board/Coral Shores High School a Purchase Order ESTIMATING charges for the academic year 1984/85.

2. The Principal of Coral Shores High School, with the assistance of the College’s Coral Shores Coordinator, will prepare a letter/billing to the College for the number of rooms used and charges at the end of each term (at the end of the months indicated in B.2. above).

It is understood that both institutions will extend every effort of full cooperation and further, that this "Letter of Agreement" may be reviewed and negotiated as required. The College sincerely appreciates the efforts of all concerned at the District School Board in supporting the College in the program.

Sincerely,

[Signature]

E. Nelson Read

ENR: bjd

I agree to the above as our understanding of mutual support for Florida Keys Community College's courses held at Coral Shores High School.

DISTRICT SCHOOL BOARD

By: [Signature] Date: 7/1/84

Upon receipt of one countersigned copy for our records, we will make the following distribution:

Dr. William Seeker
Dr. Armando J. Henriquez
Dr. Hal Massey
Mr. Mike Lannon
Mr. Kenneth Kreutz
RESOLUTION NO. 89

A JOINT RESOLUTION BY THE DISTRICT SCHOOL BOARD OF MONROE COUNTY AND THE DISTRICT BOARD OF TRUSTEES OF THE FLORIDA KEYS COMMUNITY COLLEGE COMMITTING BOTH BOARDS TO THE COOPERATIVE DEVELOPMENT AND USE OF FACILITIES

WHEREAS, the District School Board of Monroe County, Florida, hereinafter referred to as the SCHOOL BOARD, and the District Board of Trustees of the Florida Keys Community College, hereinafter referred to as the COLLEGE, desire to work cooperatively to provide the best possible educational program for the residents of Monroe County, and

WHEREAS, the SCHOOL BOARD and the COLLEGE have successfully cooperated in the past on such educational endeavors as shared automotive diesel mechanics programs, early admission programs for high school students, use of off-campus classroom sites by the COLLEGE for college courses at Coral Shores and Marathon centers, administering of Community Instructional Services funds and programs, operation of a coordinating council for vocational-technical educational planning, joint grant applications and five year vocational plans, advanced level courses at high school facilities, and the Board of Trustees scholarship and the Academic Excellence scholarship programs, and

WHEREAS, the two Boards wish to continue to engage in cooperative ventures which will benefit and greatly enhance the educational services provided to the residents of Monroe County, and

WHEREAS, there exists a need to provide additional facilities at the existing Marathon High School site for both the SCHOOL BOARD and COLLEGE'S programs and educational space requirements at that center, and

WHEREAS, Florida Statute 235.195 provides that two or more boards including school boards and community college boards of trustees may cooperatively establish a common educational facility to accommodate students, and

WHEREAS, the combined utilization of such a facility will provide cost savings to the taxpayers of Monroe County and the State of Florida, now therefore

BE IT RESOLVED that the SCHOOL BOARD and the COLLEGE by this resolution request that the Commissioner of Education of the State of Florida ensure that an educational plant survey is conducted by his office as required to determine the need for an additional facility on the site of Marathon High School for the purpose of housing vocational-technical programs, secondary classrooms, college classrooms
BE IT FURTHER RESOLVED that the SCHOOL BOARD will assume the responsibility for the operation, maintenance, and control of the proposed plant on the campus of the existing Marathon High School on Sombrero Road in Marathon, Florida, and that by this resolution the two boards proclaim their commitment to the utilization of the proposed facility to accommodate students served by both boards.

PASSED and ADOPTED by the District School Board of Monroe County, Florida, and the District Board of Trustees of the Florida Keys Community College this 25th day of August, A. D., 1980, and IN WITNESS WHEREOF, the parties have subscribed their hands and seals.

ATTEST:

Armando J. Henriquez
Superintendent

DISTRICT SCHOOL BOARD OF MONROE COUNTY

By: Roger L. Swift
Vice-Chairman of the Board

ATTEST:

William A. Seeker
President

DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE

By: Nancy A. Slicner
Vice-Chairman of the Board
AGREEMENT

This Agreement by and between the DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE, hereafter referred to as the COLLEGE BOARD and the DISTRICT SCHOOL BOARD OF MONROE COUNTY, hereafter referred to as the SCHOOL BOARD,

WITNESSETH THAT:

WHEREAS, the COLLEGE BOARD is the owner of a tract of land located on Stock Island, Key West, Monroe County, Florida, where it owns and operates Florida Keys Community College, hereafter referred to as the College, and,

WHEREAS, the SCHOOL BOARD is the owner of a tract of land immediately adjacent to the College where it owns and operates Gerald Adams Elementary School, hereafter referred to as the School, and,

WHEREAS, both the College and the School are involved in major construction projects designed to improve the educational and community facilities of the two institutions, and,
WHEREAS, the COLLEGE BOARD and the SCHOOL BOARD wish to memorialize certain mutually beneficial agreements between them in conjunction with their capital construction projects,

NOW THEREFORE, the COLLEGE BOARD and the SCHOOL BOARD mutually agree as follows:

1. The COLLEGE BOARD agrees to sell and convey to the SCHOOL BOARD, and the SCHOOL BOARD agrees to purchase from the COLLEGE BOARD a parcel of land at the southwest corner of the College campus, lying along College Road and the common property boundary between the parties, containing 4,867 square feet, or 0.11 acres, more or less, as more fully described in the land survey attached hereto as Exhibit A.

2. This parcel is intended to be used by the School as an area for parents and others to drop off and pick up students, visitors and employees of the School, in order that they may avoid the area utilized by school buses, thus minimizing conflicting traffic patterns and increasing the safety of students, visitors and employees.

2. The SCHOOL BOARD will pay and the COLLEGE BOARD will accept SIXTEEN THOUSAND AND NO/100 DOLLARS ($16,000.00) for this
parcel of land, which is agreed to be its fair market value. The conveyance and payment therefore shall take place no later than 90 days after the execution of this Agreement, unless the parties mutually agree in writing to extend the time.

3. The SCHOOL BOARD shall be responsible for all costs incident to this conveyance and for the construction of this cul-de-sac, including obtaining all required permits and licenses from regulatory agencies or governments. The SCHOOL BOARD shall also be responsible for the repair, maintenance and improvements needed during the life of the cul-de-sac.

4. If at any time the SCHOOL BOARD ceases to use this parcel for its intended purpose, it shall immediately offer in writing to sell the parcel to the COLLEGE BOARD for the same amount paid by the SCHOOL BOARD to purchase the parcel, SIXTEEN THOUSAND AND NO/100 DOLLARS ($16,000.00), together with cost of improvements of paving and base and standup curb estimated at THIRTEEN THOUSAND, ONE HUNDRED AND NO/100 DOLLARS ($13,100.00). If the COLLEGE BOARD does not accept the offer within sixty (60) days of its receipt, the SCHOOL BOARD may use or dispose of the parcel as it shall see fit.
II. The COLLEGE BOARD agrees to permit SCHOOL BOARD employees, invitees and agents to park their vehicles in the southwestern portion of the College parking lot located adjacent to School property, at all reasonable times, including weekends and holidays.

1. The SCHOOL BOARD shall pay to the COLLEGE BOARD a one-time fee of THIRTY-THREE THOUSAND, TWO HUNDRED AND SIXTY AND NO/100 DOLLARS ($33,260.00) for these parking privileges, which is agreed to be the cost to the College to construct twenty (20) parking spaces, at ONE THOUSAND, SIX HUNDRED AND SIXTY-THREE AND NO/100 DOLLARS ($1,663.00) per space. This payment shall not be construed to limit SCHOOL BOARD use to only twenty (20) parking spaces at any given time, nor is it intended to prohibit parking in this area by College students, employees and invitees.

2. The COLLEGE BOARD shall be responsible for the maintenance, repairs and improvement of the parking area covered by this Agreement. The College shall not obstruct direct pedestrian access from this parking area to the School property; however, any necessary walkways to accommodate this access shall be the responsibility of the SCHOOL BOARD to construct and maintain.
3. All persons utilizing College parking pursuant to this Agreement shall be subject to parking and driving regulations as established from time to time by the College for all campus parking and driving. Overnight and extended parking shall not be permitted except by special permission from the College administration.

III. The SCHOOL BOARD agrees that it will accept and treat all of the College's sanitary sewage generated at its campus at the School's on-site sewage treatment plant. Based upon this agreement, the College will discontinue operation of its own on-site sewage treatment plant.

1. In order to accept and treat the sewage generated by the College, the SCHOOL BOARD has been informed by the Florida Department of Environmental Protection and the United States Environmental Protection Agency, that the School's treatment plant must be expanded and the level of treatment must be upgraded. The COLLEGE BOARD agrees to pay the construction costs of this expansion and upgrade, which has not yet been determined with precision, but is estimated to cost approximately SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000).

2. The COLLEGE BOARD has previously installed a sewage force main from the College campus to a point on the School property, and will be
responsible for the cost of extending this force main to the School treatment plant together with all necessary valves, flow meters, pumps and similar equipment. The continuing maintenance, and repair of the force main and appurtenances shall be the responsibility of the COLLEGE BOARD. College employees and contractors shall be permitted to enter School property at all reasonable times to perform necessary operating, repair and maintenance tasks.

3. Each party shall pay its fair share of the cost of operating, maintaining and repairing the treatment plant, based upon the volume of sewage flow produced by each. College employees and agents shall have the right to enter School property at all reasonable times to observe the plant operation, and employees and agents of both parties shall have the right to observe the equipment and to record readings which indicate the flow of sewage produced by each institution. Operating costs shall include periodic permit and license fees, the direct costs of energy consumed, operating personnel (whether SCHOOL BOARD employees or contractors), and chemicals and materials consumed.

4. The SCHOOL BOARD shall submit invoices for operating the treatment plant monthly or quarterly, which the COLLEGE BOARD shall pay within thirty (30) days of receipt. Invoices for repairs and maintenance
shall be submitted as needed, and shall also be paid within thirty (30) days of receipt.

5. The cost of any future requirement for major repairs, expansion or upgrading of the plant shall be shared by the parties and shall be based upon the circumstances which necessitated the major repairs, expansion or upgrading and the extent to which each party contributed to those circumstances.

6. (a) In the event a sewer main serving a municipal or public sewer treatment plant shall become available to the School, and the SCHOOL BOARD shall voluntarily elect to join this public or municipal system within twenty-five (25) years of the execution of this agreement, the SCHOOL BOARD shall refund to the COLLEGE BOARD a pro rata share of the construction cost of upgrading and expanding the School’s sewer treatment plant as set forth in Paragraph III 1. herein. This pro rata share shall be computed by multiplying the percentage of years remaining of the twenty-five (25) year period, times the construction cost. No such refund shall be required if the SCHOOL BOARD shall be required to join a public or municipal sewer system by governmental mandate.
LEGAL DESCRIPTION
A parcel of Land Located in Government Lot 1, Section 27, Township 67 South Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows: Begin at the Southwest corner of a parcel of land previously owned by Florida Keys Community College, as recorded in Official Records Book 366 at page 649 thru 651, of the Public Records of Monroe County, Florida, said Point of Beginning also lying S 62° 23' 57" W, a distance of 500.00 feet from the existing Southwest Corner of the said Florida Keys Community College, as located by a 1/2" iron Pipe, in concrete, by P.L.S. No. 2739; thence N 62° 23' 57" E., along the Original South Boundary of the Gerald Adams Elementary School (Previously Florida Keys Community College) a distance of 500.00 feet to the Point of Beginning; thence N 27° 36' 03" W., along the Easterly Line of Gerald Adams School a distance of 97.02 feet to a point on a curve to the right, having: a radius of 51.00 feet, a central angle of 76° 06' 43", a chord bearing of S 71° 39' 21" E., and a chord length of 67.75 feet to the point of reverse curvature of a curve, an arc length of 67.75 feet to the point of reverse curvature of a curve to the left, having: a radius of 19.00 feet, a central angle of 67° 00' 12", a chord bearing of S 67° 06' 05" W., and a chord length of 20.97 feet, thence along the arc of said curve, an arc length of 22.22 feet to the point of reverse curvature of a curve to the right, having: a radius of 31.00 feet, a central angle of 73° 00' 08", a chord bearing of S 64° 06' 07" W., and a chord length of 36.88 feet; thence along the arc of said curve, an arc length of 39.50 feet to the point of tangency of said curve; thence S 27° 36' 03" E., a distance of 6.00 feet to the said Right-of-Way Line of Junior College Road; thence S 62° 23' 57" W., along the said Right-of-Way Line Junior College Road; thence S 62° 23' 57" W., along the Right-of-Way Line of Junior College Road a distance of 79.00 feet to the Point of Beginning.

Parcel contains 4867 square feet or 0.11 acres, more or less.
(b). If the SCHOOL BOARD shall discontinue the operation of the 
School's sewer treatment plant, or shall discontinue treatment of 
the College's sewage for any reason not set forth above in 
Paragraph III 6.(a) prior to fifty (50) years from the date of 
execution of this Agreement, the SCHOOL BOARD shall refund 
to the COLLEGE BOARD a sum equal to the construction costs 
under Paragraphs III I. and 5. paid by the COLLEGE BOARD, 
as adjusted to reflect the value of that sum at the time this 
subparagraph takes effect, as the result of inflation.

Witness the execution of this Agreement the __________ day of __________, 1996.

DISTRICT SCHOOL BOARD OF 
OF MONROE COUNTY

BY: ___________________________ 
Chairperson

______________________________ 
Secretary

DISTRICT BOARD OF TRUSTEES 
of Florida Keys Community 
College

BY: ___________________________ 
Chairperson

______________________________ 
Secretary
To: Dr. Jill Landesberg-Boyle
From: Michael Tomak, Interim Provost
Date: August 21, 2008
Subject: Approval for BAS Degree in Business

The college administration respectfully requests approval to submit the proposal for the Bachelors in Applied Science in Business, to the Department of Education, effective for the Fall of 2009.