

MINUTES OF THE FEBRUARY 19, 2019 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College met on Tuesday, February 19, 2019 at the St. Petersburg College Allstate Center, Room 103, 3200 34th Street S, St. Petersburg, Florida. The following Board members were present: Chair Nathan Stonecipher, Bridgette Bello, Katie Cole, Bill Foster, and Deveron Gibbons. Also present were Tonjua Williams, President of St. Petersburg College and Secretary to the Board of Trustees. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

NOTICE OF MEETING BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 9:00 a.m. on Tuesday, February 19, 2019, at the St. Petersburg College Allstate Center, Room 103, 3200 34th Street S, St. Petersburg, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are no rules being presented for adoption or amendment at this meeting.

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

Members of the public are given the opportunity to provide public comment at meetings of the Board of Trustees concerning matters and propositions on the agenda for discussion and Board action. At the Board meeting, in advance of the time for public comment on the agenda, individuals desiring to speak shall submit a registration card to the Board Clerk, Ms. Rebecca Turner, at the staff table. Policy and procedures regarding public comment can be found on the [SPC Board of Trustees website](#) at www.spcollege.edu

If any person wishes to appeal a decision made with respect to any matter considered by the Board, he or she will need a record of the proceedings. It is the obligation of such person to ensure that a verbatim record of the proceedings is made. Section 286.0105, Florida Statutes.

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

19-015. In accordance with the Administrative Procedure Act, the following Agenda was prepared:

AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES

February 19, 2019

ST. PETERBURG COLLEGE
ALLSTATE CENTER (AC 110)
3200 34th STREET S
ST. PETERSBURG, FL 33711

SPECIAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS

- A. Presentation of Retirement Resolutions and Motion for Adoption
 - 1. Nancy Kelley (*Attending*)

III. COMMENTS

- A. Board Chair
- B. Board Members
- C. President
- D. Public Comment pursuant to §286.0105 FS

IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of January 15, 2019 (*Action*)

V. MONTHLY REPORTS

- A. General Counsel
- B. Faculty Governance Organization (FGO) – Dr. Shannon Ulrich, Chair
(*Presentation*)
- C. Career Service Employee Council (CSEC) – Ms. Jeanne Trimble, Chair
(*Presentation*)

VI. STRATEGIC FOCUS AND PLANNING

A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

- 1. St. Petersburg College Civic Engagement- Dr. Misty Kemp, Executive Director, Retention Services and Dr. Joseph Smiley, Dean, Social and Behavioral Sciences
(*Presentation*)

B. BUDGET AND FINANCE

- 1. Monthly Budget Report –Ms. Janette Hunt, Associate Vice President, Budget

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and Compliance (*Presentation*)

C. ADMINISTRATIVE MATTERS

1. Human Resources
 - a. Personnel Report (*Action*)
2. Construction
 - a. Health Education Center New Construction Design Request – Mr. Brian Miles, Vice President, Administration, Finance and Technology and Ms. Diana Wright, Acting Associate Vice President, Facilities Planning & Institutional Services (*Presentation/Action*)
 - b. Joseph H. Lang Student Success Center Update – Ms. Diana Wright (*Presentation*)
 - c. Request to Advertise for Continuing Services for Engineers and Miscellaneous General Contractors (*Action*)

VII. CONSENT AGENDA

- A. OLD BUSINESS (**items previously considered but not finalized**) - None
- B. NEW BUSINESS
 1. Workforce and Professional Development Curriculum Changes (*Action*)
 2. GRANTS/RESTRICTED FUNDS CONTRACTS – None
 3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
 - a. Lease Agreement between St. Petersburg College and Barry University – for lease of space at the Health Education Center (*Action*)
 - b. Lease agreement between St. Petersburg College and St. Petersburg Collegiate High School North Pinellas – for lease of space at the Tarpon Springs Campus (*Action*)
 4. OTHER
 - a. Use of College Facilities by the Direct Support Organizations (*Action*)
 - b. St. Petersburg Collegiate High School North Pinellas Policies and Procedures Manual (*Action*)

VIII. INFORMATIONAL REPORTS

- A. Quarterly Informational Report of Exempt and Non-Exempt Purchases (*Informational*)
- B. Quarterly Report of Dell Financial Agreements (*Informational*)

IX. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing – None

X. PRESIDENT’S REPORT

XI. NEXT MEETING DATE AND SITE

March 19, 2019, EpiCenter (1-453)

XII. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting February 19, 2019, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

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

***No packet enclosure**

Date Advertised: February 8, 2019

19-016. Under Item I, Call to Order

The meeting was convened by Chair Stonecipher at 9:00 am. The invocation was given by Chair Stonecipher and was immediately followed by the Pledge of Allegiance.

19-017. Under Item II – Recognitions

1. Nancy Kelley (*Attending*)

Dr. Williams recommended adoption of retirement resolution for Nancy Kelly who was in attendance and joined by family and colleagues, received her resolutions as presented by Chair Stonecipher and President Williams.

Dr. Williams read the retirement resolution of Ms. Nancy Kelley, commending her for her outstanding service to St. Petersburg College since 1996. Dr. Williams stated that the accomplishments of Ms. Kelley included a career that started with her initial role as Student Activities Coordinator in 1996 to her final role as Associate Provost at Caruth Health Education Center. Dr. Williams thanked Ms. Kelley warmly for her talent, ingenuity, and exceptional communication skills.

Ms. Nancy Kelley stated that it was wonderful to be at St. Petersburg College. She stated that graduating from St. Petersburg College is a tradition in her family. She expressed enjoyment at

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being at Allstate as her dad was the Regional Claims manager at Allstate. She stated that she felt she had come full circle. She reminisced about having lunch with her father in the nearby brown building.

Ms. Kelley thanked Dr. Williams for bringing back the atmosphere of caring about employees and students that existed at St. Petersburg College 20 years ago.

19-018. Under Item III, Comments

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

Chair Stonecipher thanked the Leadership SPC group for inviting him to speak and answer questions. He admired the group's commitment to move toward leadership both in the college and in the community at large.

Chair Stonecipher expressed gratitude at being invited to join the Martin Luther King Jr. parade.

He further thanked the FGO, particularly Shannon for organizing the Titon Trot 5k. He stated the event was well organized and well attended. He indicated that he had a blast and felt that others did as well. He stated that the event was a fantastic way to raise money for scholarships.

Finally, the Chair thanked Dr. Williams and the Board for their work with the Chamber of Commerce. He stated that he attended a luncheon last week with the Chamber of Commerce. He mentioned that quite a few legislators from Tallahassee along with a couple of local state senators and representatives were present. He stated that everyone in attendance held St. Petersburg College in positive regard and expressed interest in working with the college in the future. He stated that both Dr. Williams and the Board members were mentioned for their involvement in key conversations regarding the Chamber of Commerce's plans to work with the college. He indicated that due to the diligence of Dr. Williams and the Board, word is getting out about St. Petersburg College's willingness to be engaged and involved with the community.

Mr. Deveron Gibbons stated that he, Dr. Williams, and Ms. Bridget Bello went to Washington D.C. for the ACCT legislator days. He commended Dr. Williams and her staff for the job they did in setting up great meetings with legislators to talk about St. Petersburg College's priorities moving forward. He indicated that the group met with senate staff and three or four congressional members. He felt that all the meetings they had were productive.

Mr. Gibbons also mentioned that he went to one of the Day of Service Veteran's events at the Enoch Davis Center. He reported the event was a job fair and a career life fair for veterans. He stated the event was well done and indicated that he felt it was a good use of the allocated money. He commended Misty Kemp and her staff for the effort they put into the event.

Ms. Bello echoed Mr. Gibbons regarding the ACCT trip in February. She called Jackie, Eired, and Dr. Williams out for ensuring that St. Petersburg College is well represented locally, statewide, and nationally.

Ms. Bello mentioned attending a session called Improving Access and Success for Males at Urban and Rural Community Colleges and presented some of her notes. She reported on a progressive community college in Texas that employs a number of means to remove barriers for their students. It does not require a high school diploma for enrollment and allows students to earn their high school diploma while attending the community college. The progressive college also has food banks on every campus, something that St. Petersburg College also does. The college also has on-campus childcare and provides bus fare. Ms. Bello suggested that partnering with a different government agency to provide bus fare might provide costs savings to St. Petersburg College, which is something the Texas college had done. She reported the Texas college also worked to bring the community to the college through things like concerts with prominent advertising for training offered by the college and the corresponding wages associated with that training.

Ms. Bello thanked the Board for being allowed to attend sessions on a national level and indicated pride at being able to represent St. Petersburg College.

Mr. Gibbons piggy-backed off Ms. Bello and mentioned a few things he learned. He stated that it is key to ensure that when people come to campus, it is important that they see someone who looks like them and that they can identify with. He emphasized the importance of ensuring that every campus had people that potential students could see themselves being in the future.

Chair Stonecipher thanked Mr. Gibbons and Ms. Bello for taking the time to share their experiences with the Board.

Vice Chair Kathrine Cole, who represents St. Petersburg College Foundations Board welcomed Jessie Turtle from USF Saint Petersburg as the new Vice President of Institutional Advancement for the College. Vice Chair Cole thanked Theresa McFarland, Rita, and Katie for holding down the fort during the recruitment process. She also thanked Dr. Williams, her team, Jackie, Dr. Carver, Dr. Cooper, and various other faculty and staff for their diligent efforts during the recruitment process.

Vice Chair Cole also praised the FGO for doing exceptionally well during the last fiscal year with the budget, scholarship fundraising, and faculty efforts. She further commended Mike Carroll and his wife for their personal contribution for recruitment and retention to the college. She felt that their contribution showed how belief in St. Petersburg College can impact people on a personal level.

Dr. Williams commended her team for their hard work. She also praised Chair Stonecipher for winning the Titan Trot in his age group although he competed uncontested.

Dr. Williams also thanked Trustees Gibbons and Bello for the Washington trip. She indicated that St. Petersburg College put forth great effort to meet with national leaders. She commended

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Erid for her work arranging meetings. She indicated that Trustees Gibbons and Bello were both an asset to St. Petersburg College during the trip. She stated that St. Petersburg College's push for visibility and self-advocacy was a point of pride. Dr. Williams mentioned that she would return to Washington for two more meetings next week.

Additionally, Dr. Williams indicated the Mayor Council Collaborative Lab was held. She stated that although not all the mayors were present, the Council worked on a plan with the mayors to partner with St. Petersburg College, and embed education in their goals. She suggested that the intent was to ensure that St. Petersburg College was a part of the Collaborative Lab, and she felt that this goal was met. She thanked Andrea, her team, and Tom Furlong for their efforts.

Dr. Williams stated that she attended the LRMA Board Meeting, and the ISPS Board meeting, seeking ways to move the DSOs forward and to ensure that the DSOs move in the direction of fundraising.

Dr. Williams reported President Genshaft approved St. Petersburg College's pursuit of four new baccalaureate programs: Cyber Security, Human Services, Respiratory Care, and Digital Media Technology. She thanked President Genshaft for her support as it has been seven years since the college last offered new baccalaureate programs.

Dr. Williams further reported sitting with the student government budget leaders on Friday. She stated that she viewed their budget presentation on fall fund usage and planned fund usage for this semester. She was impressed with each campus' presentation and will invite the Board to future presentations.

19-019. Under Item IV, Review and Approval of Minutes

The minutes of the January 15, 2019 Meeting of the Board of Trustees of St. Petersburg College were presented by the chairman for approval. Katie Cole moved approval of the minutes as submitted. Mr. Gibbons seconded the motion. The motion passed unanimously.

19-020. Under Item V, Monthly Reports

Under Monthly Reports

A. General Counsel

None.

B. Faculty Governance Organization (FGO) – Dr. Shannon Ulrich, Chair (*Presentation*)

Dr. Shannon Ulrich stated that she wanted to discuss the following topics: Faculty Governance Organization spring projects; Learning experience; Faculty highlights. She indicated that a more

in-depth presentation on learning objectives would be given during the April Board of Trustees meeting.

Dr. Ulrich said the first spring project is communication. She indicated that communication is listed first every semester because effective communication requires attention and nurturing. She stated that last December there was a special Faculty Governance Organization senate meeting with the deans. The meeting was so well received by both parties that it was decided to continue this special senate meeting every fall and spring semester.

She reported that during the FGO special senate meeting, the annual evaluations (Faculty 180) were discussed. She stated that both deans and senators agreed that there were unnecessary redundancies in portions of Faculty 180, and that the FGO, deans, and senators will be working together to make it more beneficial and reflective.

Dr. Ulrich thanked professor Christian Moriarty, Kristie Powers, Melanie Peyton, and Bonnie Jeffers for their work the past year updating and revising the academic integrity policy. She indicated that the new policy is both robust and fair and that the FGO is working to train faculty on the new policy. She also mentioned that the FGO is working to train new facilitators and move from a paper-based system to an electronic system on SharePoint. Dr. Ulrich thanked Dean Frank for their help on this endeavor.

Dr. Ulrich mentioned the FGO was in the process of revising the Student Survey of Instruction (SSI). She stated the revision committee consists of full-time faculty, adjuncts, and student volunteers. She reported that the revision committee has met three times to discuss survey bias, possible guidelines of interpretations, and factors that should be examined and assessed. She indicated that the committee is currently drafting questions for their upcoming March meeting and plans to have the SSI ready for fall of 2019. She thanked Maggie Sims and her support team for their help with organization and paperwork gathering.

Lastly, Dr. Ulrich reported that the FGO chairs were working to update the FGO Constitution to reflect current practices, update processes for efficiency, and correct punctuation errors.

Dr. Ulrich stated that one of FGO's big spring projects was the Titan Trot 5K held on February 9th at the Clearwater Campus. She said the event was organized by FGO members Rachel Bennet, Linae Boehme, Melanie Peyton, and herself. She stated there were over 174 registered participants, and combined with scholarships, the event raised over 3K. She expressed happiness with the project's success and wanted to publicly thank the more than 40 volunteers for their work. She also mentioned that Chair Stonecipher, along with Greenbench Brewing Company and President Williams, were silver and gold level sponsors. She thanked them for their support.

Dr. Ulrich further reported on a friendly fundraising competition between the Ethics Department and the Communications Department, with the Communications Department winning by a thin margin of around \$10. She also thanked the following sponsors: Pure Molecular, Emerson and Strauss, Publix, Provost Carver, Dr. Katie Woods, and the Sheriff of Pinellas County. She also mentioned the green mugs given out to supporters and age group winners. She mentioned that another 5K was being planned for next year.

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Regarding learning experience, Dr. Ulrich reported the following. As discussed at the December BOT workshop, FGO is currently holding their student focus groups. She thanked Djuan Fox for his help facilitating the meetings. She indicated that one meeting had already taken place. The rest of the meetings are listed as follows: Tarpon Springs – 2/26; Clearwater – 2/21; Seminole – 2/28; St. Pete Gibbs – 2/12; DT/MT – 3/5; Online – TBD.

She also reported that there would be a Learning Experience Committee meeting in March to present the data obtained from the focus groups, talk about success strategies from the meetings, and focus on minority males. She indicated that she would update the Board in April on those findings.

Dr. Ulrich ended her report by highlighting the following faculty members. Professor Sheree Greer from the Gibbs campus wrote a personal essay called “*Bars*” while away on a create arts sabbatical at Ragdale in Illinois. The essay was published in the Fourth Genre Literacy magazine and nominated for the Pushcart Prize, an international prize for fiction, poetry, and nonfiction. Dr. Ulrich indicated that simply being nominated is a high honor in literary circles. She suggested that she was sharing this information because the college supports faculty sabbaticals and this is one of the fruits of those sabbaticals.

She also mentioned Professor David Monroe, a PhD candidate who has written “*Facing Non-Human Others: Is a Levianasian Account of Animal Ethics Plausible*”. She indicated that he presented his work at the 6th Annual Conference of the European Association for Critical Animal Studies in Spain this May.

She indicated that these two examples are reminders of the caliber and talent of the faculty members who are the foundation of academic excellence at St. Petersburg College.

Dr. Ulrich then asked for questions or comments.

Mr. Gibbons asked if the people who spoke of unionization attend the FGO meetings.

Dr. Ulrich indicated that they do.

Mr. Gibbons then asked to be invited to the FGO meetings.

Dr. Ulrich clarified whether Mr. Gibbons was talking about faculty unions or adjunct unions.

Mr. Gibbons indicated his interest in adjunct unions.

Dr. Ulrich stated that FGO meetings were open to adjuncts but primarily focused on the needs of full-time staff members.

Mr. Gibbons indicated that Dr. Williams has received a piece of paper with requests from the adjunct union. He expressed frustration because his requests for a meeting about adjunct unionization have not been heeded for five years.

Dr. Ulrich stated that the adjunct unionization effort is separate from FGO.

Dr. Gibbons reiterated his frustration at not having a conversation regarding the unionization with the adjuncts. He stated that he has repeatedly asked to have a conversation and indicated that not being able to discuss the issue would impact his behavior on the Board. He indicated that he requested a conversation when unionization efforts started with regular faculty members. He stated that he still wants to have a conversation even though the efforts have moved to adjuncts. He expressed frustration that he has been unable to have a conversation on unionization for over five years and wants to know why no one will have a discussion with him so they can work together with staff to figure out what they are trying to achieve.

Dr. Ulrich indicated that Dr. Williams and Dr. Cooper have met with the adjuncts and been presented with a list. She stated that since FGO focuses on full-time faculty, they have not discussed the unionization of the adjuncts, although the adjuncts are welcome to attend their meetings. She acknowledged that some adjuncts do attend FGO meetings.

Mr. Gibbons expressed frustration at having his requests to meet with the adjuncts ignored.

Dr. Ulrich indicated that to her knowledge, the subject of adjunct unionization has not been broached with the FGO. She suggested that this might be because some of the things that the adjuncts are requesting would be in conflict with some of the supplemental offerings for the full-time faculty.

Chair Stonecipher asked for a high-level overview of Faculty 180. He specifically asked what it currently covers and how often it is done.

Dr. Ulrich reported that Faculty 180 is an annual evaluation that looks at all three semesters: summer, fall, and spring. She stated that instructors enter the sections they have taught, upload their syllabi, and then are able to see their SSI data and course success rates. Instructors are then expected to write a narrative and a reflection on the data. She indicated that the reflections and narratives are where the FGO sees redundancies.

Chair Stonecipher asked if the dean reviews the faculty entries.

Dr. Ulrich assented, indicating that Faculty 180 is self-reflective initially. However, entries are reviewed with the dean, a conversation is had between the faculty and the dean, and the dean writes synopsis. She mentioned that the process also included outlining goals for the year and discussing commitments outside of the classroom.

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Ms. Jeanne Trimble stated that the CSEC Executive Board (e-board) was privileged to represent St. Petersburg College at the 69th Annual Association of Florida Colleges Conference. The Executive Board, which consisted of herself, Kimberly R. Williams, Shirell Essex, and Carol Mashburn attended classes, and co-presented a session entitled “Career Service Employees are Hidden Figures in Florida Colleges”. She stated that the E-Board presented the vital role that Career Service employees serves and how CSEC has helped improved the working lives of its employees.

Ms. Trimble indicated that Francine Fuentes and Aaron Corrizi also attended the conference. She stated that in addition to their CSEC service, Francine is currently the President of the St. Petersburg College AFC Chapter, and Aaron is the AFC Legislative Chair.

Ms. Trimble reported that, after months of discussion, changes to the CSEC bylaws were approved by the steering committee. She indicated that the bylaws are better aligned with St. Petersburg College's initiatives for both the college and CSEC. She mentioned that the steering board committee size has increased from 24 to 28. She further stated that the Executive Board members would no longer be site representatives, but rather focus on development, organizational growth, and sustainability. She stated that the Executive Board is also tasked with transitioning in new leadership.

Ms. Trimble stated that the CSEC Steering Committee was looking for more members. She indicated that there are open positions in almost every site and encouraged any interested parties to reach out to any CSEC representative. She also encouraged nominating co-workers through nomination surveys. She stressed the need for equal voices to ensure success in campus listening posts, provost meetings, and community engagement.

Lastly, Ms. Trimble stated that CSEC completed new on-boarding guides to let new members know about CSEC and their role within the council.

Ms. Trimble concluded her presentation and asked for questions.

Vice Chair Cole asked for a recap on which career services employees would be eligible to serve in CSEC.

Ms. Trimble responded that any career service employee is eligible for the Steering Committee.

Dr. Williams clarified that any Career Services employee is eligible for both leadership and membership roles with CSEC. She praised Ms. Trimble's leadership of CSEC especially since St. Petersburg College is now a part of the State AFC's leadership. She also expressed satisfaction with the new on-boarding process since it will allow new members to understand what CSEC is and how impactful involvement with the council can be. She reiterated that having St. Petersburg College employees in leadership positions at the state level is a source of pride.

Chair Stonecipher requested a PDF copy of the new on-boarding process.

Ms. Trimble agreed to provide the Board with a copy.

19-021. VII. STRATEGIC FOCUS AND PLANNING

A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

1. St. Petersburg College Civic Engagement- Dr. Misty Kemp, Executive Director, Retention Services and Dr. Joseph Smiley, Dean, Social and Behavioral Sciences
(*Presentation*)

Dr. Joseph Smiley thanked the Board for the opportunity to provide an update on civic engagement for the spring semester.

He reported that St. Petersburg College has a comprehensive framework for civic engagement. He stated that St. Petersburg College is working to make a difference in the civic life of its communities. He declared that the framework for civic engagement is both broad and comprehensive.

He listed the following five categories of civic engagement: service learning – integrating community service with course instruction and reflection; Community volunteer service – giving time to a nonprofit civic group or volunteer organization that provides a community service; Civic education – active participation in the public life of communities through non-political and political methods; Campus engagement – activity that is committed to the democratic spirit and the engagement of campus life; Institutional community engagement – activity that serves as a collaboration at the institutional level between the college and surrounding communities generating benefits for both.

He declared that students, faculty, and staff are doing great work in all five categories. He stated that he would provide examples of work in all five areas and expand on one.

For service learning - 2149 participants: Safe Harbor Homeless Outreach -1,900 hours; Head Start Initiative – 360 hours; Safehouse – 100 hours; Political Science Course Civic Engagement Projects – 2000 hours.

For community volunteer -800 students: PTK Citizens Alliance for Project STEM Project – 50 hours; Park Beautification Project – 175 hours; SLS Course Civic Engagement Projects – 750 hours.

For Civic Learning – 75 participants: League of Women Voters “Democracy 101” - 60 hours; Lunch Pals – 300 hours; Civic Leaders Monologue – 90 hours.

For Campus Engagement – 100 participants: Naturalization & Citizenship Initiative – 25 hours; Global Classrooms with Pinellas County Schools – 350 hours; Pinellas County Schools/Gibbs Campus-COE Initiative – 50 hours.

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For Initiative Engagement: East Tarpon Community Forum with President William

Dr. Smiley specified the Safe Harbor Homeless outreach, where students worked with Safe Harbor to actively impact the lives of the homeless by providing assistance to those in need. He acknowledged that service learning is a powerful tool at St. Petersburg College, and expressed gratitude for it.

Dr. Smiley next specified St. Petersburg College's work at the CAP Center as an example of community volunteer service. He stated students worked with fourth and fifth graders to discuss topics related to STEM such as science, biology and mathematics. He stated students worked with young people to provide a STEM foundation as for the fourth and fifth graders to build on.

For civic learning, Dr. Smiley specified making a special effort to invite civic leaders to St. Petersburg College's campuses to engage with students and to allow students to engage with the civic leaders. He stated that the notion of civic learning is vital and important for today's students.

Dr. Smiley declared that campus engagement is important to have students engaged on campus. As an example, he provided the notion of the Naturalization and Citizenship Initiative. He stated that it involves students working with non-citizens to help them understand the Constitution and to prepare for the citizenship exam. He stated that both students and faculty are working on this initiative and mention that it is a source of pride.

Dr. Smiley also mentioned Global Classrooms, which brings middle school students on campus to help them appreciate Model United Nations. He felt working with the students was a part of campus engagement this spring.

Lastly, Dr. Smiley talked about institutional engagement. He expressed pride with Dr. Williams and her work in this matter. He stated that Dr. Williams went to the North Greenwood community in Clearwater and provided a powerful display of engagement. He described a call for the community to come together to discuss how they could collaborate as a community with St. Petersburg College to improve both neighborhoods and communities. He said Dr. Williams discussed the power of collaboration, economic mobility, academic excellence and how St. Petersburg College could be a catalyst for all of this. He stated that Dr. Williams also welcome questions on how St. Petersburg College could work together with the community.

Dr. Smiley closed by stating that St. Petersburg College is preparing to have similar engagement opportunities with the North East Tarpon area. He believed that Dr. Williams would provide the same level of engagement by promoting a vision of communities collaborating with the college to have a positive impact, propelling economic development, community engagement, and academic excellence.

He stated that he was proud of the President and advocated his belief that great things were going to happen.

Dr. Misty Kemp greeted the board and provided an update on this year's MLK Day of Service Award.

The 2019 MLK Grant Award activities were as follows: \$250K Department of Economic Opportunity; 62 applications submitted; 47 funded projects awarded totaling \$166,697.63; Nine Focus Areas: childhood obesity, homelessness, fire safety, literacy, senior support, credit restoration, neighborhood revitalization, veterans empowerment, financial literacy for children.

Dr. Kemp reported that St. Petersburg College serves as the fiscal agent for the State Day On, Not Day Off project. She stated the college received funds from State appropriations in addition to a \$250K grant for a total of \$900K. She reported that the college started holding information sessions for the event in October. The college received one hundred applications, 62 final applications were turned in, and 47 applications were awarded with amounts ranging from \$850 to \$5k. She reported the total amount of the awards at 166.697K. She stated that each application was asked to provide one of nine service areas that their Day of Service event would focus on.

Dr. Kemp stated that while the day of service culminated on January 21st [2019], events were held in South Saint Petersburg and Gulfport between January 5th and January 26th. She further mentioned that the college holds a kick-off event in recognition of the Day of Service. She reported that this year's contract was awarded to Arts Conservatory for Teens (ACT).

The 2019 Kick-Off signature project: Reflection of the last 50 years – How far have we come?: “Set in a diverse modern classroom, the play explored highly charged, real-life dramatic situations that are currently taking place in high schools across America”

Dr. Kemp reported that ACT performed two shows, a matinee, and an evening performance on Sunday January 13th. The theme of the shows was looking at cultural, historic and current events on race and inclusion through the eyes of a middle school classroom. Both events sold out and were well received by the community. *The Weekly Challenger* covered the event and the article is available online.

Additionally, Dr. Kemp reported that all participants are asked to participate in a Family Fun Day. The theme was “What are we doing for others?”. The event was hosted in parking lot six of Tropicana from 1 – 5 pm. It provided an opportunity for community members to learn about Service Award projects, participate in Service Award Events, and learn about how they could get involved in their communities both that day and throughout the year.

Family Fun Day - “What are we doing for others?”: A community event specially curated to bring together community members and activists in honor of Dr. Martin Luther King Jr.'s legacy.

MLK Looking Forward 2019 – 2020 Project Specific Continuity: MLK Day of Service remains purpose; Continue to Kick-Off Day On not a Day Off; Student Service Learning Projects; County wide – Awards and Advisory Committee; Black History Month; Civic Engagement Partnerships; Community Education / Training; Fundraising.

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Looking forward, Dr. Kemp said that the MLK Day On would remain the culminating event. She implied that the Kick-Off may change formats to include providing student service learning opportunities to encourage year-round participation. She suggested plans for working with the Office of Civic Engagement to involve faculty and staff. She stated that, although Service Awards were in South Saint Petersburg and Gulfport, the college will hold information sessions across the district with the hope allowing anyone in Pinellas County to submit for a Service Award. She stated the college would be opening up an opportunity on the Community Advisory Board to ensure representation throughout the county. Finally, the college is looking at fundraising alternatives so that they are not reliant solely on the State appropriations, with a goal of continuing this endeavor year-round.

Dr. Kemp concluded her presentation and opened the floor for questions.

Mr. Bill Foster thanked Dr. Kemp and Dr. Smiley for their service. He stated the number of community hours was started around eight years ago by himself and Sheriff O'Terry to holistically treat homelessness. He asked what the key to encouraging student participation in civic service was.

Dr. Smiley suggested that the key for student engagement is helping students to understand the value that they bring to the table. He suggested that impressing on students how their participation can create value in their community, college, and neighborhood was enough to encourage most students to participate.

Dr. Kemp stated that one of the strategies the college employed to engage students for the MLK Day of Service was attending the student life and leadership and student government meetings. She stated faculty listened for areas that civic engagement could help with. She reported that, in addition to the float and the parade, students expressed an interest in participating in the service learning projects. She suggested listening to the students was key strategy for the MLK civic event.

Mr. Foster then told Dr. Williams that he saw her letter to Senator Rouson and he supported that action. He suggested that it was time, based on the impact of the college's budget coming from Tallahassee. He felt that it was a good letter and thanked Dr. Williams.

Mr. Gibbons also wanted to be on the record in his support of Dr. Williams' letter. He shared his concern of having the funds as a part of St. Petersburg College's base budget and that the college would continue to lose money every year. He suggested that the college has lost close to a million dollars every year since 1999 over the term of the project.

Mr. Gibbons stated that while the project was a good thing, the impact on the college's budget made it more prudent for the college to pay for its own service projects. He suggested that volunteering implies no payment. He reiterated that he is not attacking the project, but wanted it known that he disagreed with service for pay from the beginning.

He stated that Dr. Smiley along with other county men are part of an effort to help young men become better people. He stated that he participated in Alpha Leadership. He also mentioned a list of over 40 successful men who participated in Alpha Leadership, including Will Packer. He wanted to ensure that Alpha Leadership is a part of the college's efforts when they frame civic events countywide. He championed that he does not feel that there is a group that is more focused on making sure that men are successful than Alpha Leadership. He mentioned a number of useful skills taught by the group such as how to dress, how to write, ACT and SAT training, to how to act when stopped by the police. He stated that the program taught everything that young black men need to know.

Mr. Gibbons recalled his own experiences with Alpha Leadership, including an initial hatred followed by a later understanding of the value of the program. He stressed his belief that Alpha Leadership is one of the programs that can push young black males into college. He stated that every person on his list attended college and a lot of them attended St. Petersburg College. He advocated for including Alpha Leadership in Dr. Williams' civic funding efforts. He felt that funding the program as a part of civic engagement could help create a pipeline to college, rather than a pipeline to prison.

Dr. Williams offered clarification on the letter the trustees were referring to. She stated that St. Petersburg College has been a part of the Day of Services Initiative since its inception. She clarified that although funding received for this event is split by three other colleges, since it is a part of the college's base budget, it appears as if the college is receiving and using that million dollars for the college. She stated that her letter asked that St. Petersburg College be removed as the sponsor of the MLK Day On Service.

She emphasized her feeling that funds in the college budget's base pay should be used for the college. She clarified that St. Petersburg College is still interested in working with the MLK program, however, it is no longer interested in being a sponsor. She stated that although she had already moved to remove the college's sponsorship of the MLK program, she did want to make the Board aware of her actions and to seek approval from the Board. She stated that she was unsure if this was something the Board needed to vote on.

The motion to remove sponsorship of the MLK program and to decline sponsorship of the SEC program were presented by Dr. Williams for approval. Mr. Gibbons moved approval of both letters to put on the record that the Board's support. Mr. Foster seconded the motion. The motion passed unanimously.

Chair Stonecipher reiterated the point that the motion does not indicate that the college is not going to participate or support the program. He stated that the college just wants to make sure any money included in its base budget is going to the proper place.

Mr. Gibbons wished to clarify that when something goes into the State budget with the label St. Petersburg College, it indicates that deductions are being made from the base budget. He stated that if something on a different line in the budget named St. Petersburg College, the funds listed were being deducted from the college's base budget. He emphasized that the college wants to ensure that any funds allocated to St. Petersburg College are spent at the college.

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Mr. Gibbons stressed that reducing the number of lines with St. Petersburg College's heading in the budget was a way to ensure that the college controlled where it was spending its funding, rather than allowing legislators to dictate where funds were spent. He added that maintaining control of funds issued to the college is even more important as the college is on a tighter budget along with most other programs that rely on government funding.

Dr. Williams mentioned that the other colleges that participate in the MLK Day-On Service no longer want to sponsor it either.

Chair Stonecipher thanked Mr. Gibbons for his clarifying comments, and Dr. Williams for her actions in this matter. He stated that he believes these actions are the right move for the college.

19-022. Under Item VI – B Budget and Finance

B. BUDGET AND FINANCE

1. Monthly Budget Report –Ms. Janette Hunt, Associate Vice President, Budgeting and Compliance (*Presentation*)

Ms. Janette Hunt greeted the Board and stated that she had three items to present: the fiscal year 2018/2019 January budget report; the fiscal year 2019/2020 budget planning timeline; non-credit tuition revenue.

As of January 31, 2019, Ms. Hunt reported the college brought in \$52M worth of revenue from student tuition and fees; \$32M from State funding; \$3.3M monthly will be allocated from the lottery through the end of the fiscal year which will be indicated in next month's report; other revenues, which includes things like dividends, interests, indirect costs, and use of facilities increased \$519K from last fiscal year, \$373K of which was intentional revenue that was sought out for use of facilities. Ms. Hunt stated that about a year and half ago, the college did a budget realignment to make a more intentional effort towards its rentals. She stated the college's total revenue is \$88.1M.

Ms. Hunt included a monthly chart that shows all the tuition that St. Petersburg College expects this fiscal year. She mentioned that starting last month, the chart was broken down into three categories. She started with credit tuition, which includes Algebra, and Biology type courses. She reported that these courses are run by semester and budgeted on a red line at \$47.9M. The college expects to receive about \$48.7M at the end of the fiscal year.

Ms. Hunt included the next chart as post-secondary adult vocation (PSAV), which included things like the Fire Academy, Corrections Academy and EMT. She stated that these courses are not congruent with the semester, and can have times like eight, six, or twelve weeks. She reported that the budget amount is \$634K and the college is expecting to receive \$650K at the end of the fiscal year.

Ms. Hunt then presented non-credit tuition which includes things like continuing education for health, public safety non-credit, fire science and workforce programs. The budgeted amount was \$2.1M and the expected amount is \$1.8M at the end of the fiscal year.

Ms. Hunt moved on to expenditures for personnel and benefits. She reported that expenditures were about \$61.8M. She reported current expense at \$14.5M and capital at \$937K. She reported total expenditures at \$77.2M. Looking at revenue minus expense, St. Petersburg College is at \$10.9M. Ms. Hunt reminded that Board that at 58% through the year, the college has received 85% of its tuition, so the variance would narrow toward the end of the fiscal year.

Regarding the fiscal year 2019/2020 budget planning timeline, she stated the budget kickoff was in December where the Board of Trustees was presented with six-months of the college's top achievements and continuing strategic priorities.

Ms. Hunt reminded the Board that in January, it had received an executive summary confirming the budgetary priorities with associated metrics.

Ms. Hunt reported that in February, zero-based budgeting was implemented with department leaders to act as a practice that dollars are justified to the strategic priorities that were set.

Ms. Hunt stated that the legislative session begins on March 5th. She mentioned that fiscal year 2018/2019 year end projections would also be received in March. She further stated that fiscal year 2019/2020 enrollment projections would also be received in March.

Ms. Hunt stated that in April, the Board would be presented with budgeting highlights, updates, and factors that were implemented into the fiscal year 2019/2020 budget.

Ms. Hunt stated that on May 3rd, the legislative session ends and approval will be requested for the proposed budget for the next fiscal year.

Ms. Hunt reported that in June any budgetary follow-up would be addressed before the budget was submitted to the State of Florida.

Ms. Hunt presented the following information to addresses a question Chair Stonecipher asked last month. She reported that the question was, of the total percentage of revenue from tuition dollars, how much is non-credit to other colleges. She presented a slide that compares the total Florida college's percentage breakout to St. Petersburg College. She stated that the percentages are based on the tuition budget amounts submitted on the annual budget state report.

She reported that for Florida colleges credit tuition is 94.2%. For St. Petersburg College tuition credit is 94.5%.

For post-secondary adult Vocational tuition, Ms. Hunt reported that St. Petersburg College looks a little bit lower than all Florida colleges combined, and attributes this to two things: some Florida colleges double as technical schools; post-secondary adult vocational courses are determined by region and industry. As an example, she mentioned that some post-secondary

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adult vocational courses can be credit courses depending on what the industry and the students in a region need. Sometimes students did not want to be bound to three semesters. Sometimes students need a quicker turnaround.

She reported the non-credit tuition for Florida colleges at 3.5% and for St. Petersburg College at 4.3%.

Ms. Hunt opened the floor for questions.

Vice Chair Cole asked for a breakdown of how St. Petersburg College compares to other Florida colleges in non-tuition revenues. She mentioned that the budget contained \$5.6M in other revenues. She expressed an interest in seeing how that amount compared with other institutions.

Ms. Hunt agreed to look into the matter and present her findings to the Board.

19-023. Under Item VI - C, Administrative Matters

1. Human Resources
 - a. Personnel Report (*Action*)

The Board considered Personnel Items VI - C.1a. _Mr. Gibbons moved approval. Ms. Cole seconded the motion. The motion passed unanimously.

2. Construction
 - a. Health Education Center New Construction Design Request – Mr. Brian Miles, Vice President, Administration, Finance and Technology and Ms. Diana Wright, Acting Associate Vice President, Facilities Planning & Institutional Services (*Presentation/Action*)

Mr. Brian Miles presented an update on the college's physical footprint analysis. He expressed excitement about dividing up St. Petersburg College's 2.6 M square feet of space. He mentioned he would be speaking specifically about the Health Education Center (HEC).

He provided the following overview of his presentation. First, he stated his plan to review background information about the Health Education Center, followed by two options for reconstructing or renovating the existing site. He asked that the Board consider the two options that he would present, but mentioned other options were available as well. He mentioned a previous plan for a multi-phase, multi-building, \$80M dollar approach were scaled back to the two options he planned to present.

Mr. Miles reminded the Board that the college currently has a request for \$33M on its capital improvement plan filed with the State for fiscal year 2019/2020. He stated that the college also has an additional \$16M on that plan filed for the following fiscal year 2020/2021. He stated that Dr. Williams was headed to Tallahassee regarding the college's request for \$33M and stressed

that any budgetary decreases would be a major curve ball. He emphasized that anything else was open to discussion.

He further stated that the \$33M is on the PICO list. St. Petersburg College is ranked 10 among the college requests. He emphasized that any changes in the requested amount could cause the college to move further down the rankings, meaning the college would have to wait longer for any funding.

Mr. Miles offered the following background information on HEC. The HEC is broken up into two sites referred to as HEC overall. He called the first site HEC proper and stated that it consists of 15 acres and four buildings, the largest of which is an old department store building. He reported that the main building is a 1970s building with 165K square feet with a Castaldi report suggesting it is hitting the end of its useful life. He reported on another building that houses the college of orthotics and prosthetics (O&P) that is about 32K square feet and was constructed in 2008, something he suggested would be significant later in his discussion. He also mentioned two other buildings on HEC proper with ample parking on the site.

Mr. Gibbons asked about the square footage of the other buildings.

Mr. Miles reported that one is 21K square feet and the second is about 2K square feet. He reported the total square footage for HEC proper in all four buildings to be 220K square feet.

Mr. Miles stated that the second site, located just south of HEC proper is referred to as South Annex. He stated that it is an old JWB bank building that sits on about 3.7 acres. He reported the building to be 50K square feet, and four stories, with only the first story being used. He reported that one of the university partners, National University of Health Sciences occupies the bottom floor of that building. He reported that South Annex has 200 stalls of parking.

Mr. Miles then stated that St. Petersburg College engaged with an architect over the last month and a half to present the following two options and renderings for renovating the Health Education Center:

Option 1: Design and construct an 103K square foot building at an estimated cost of \$56M; the new building would include space for the following programs and services – nursing, EMS, library, tutoring, testing center, student services, administration; estimated cost includes renovating O&P building for remaining HEC programs – dental hygiene, funeral services, respiratory care, radiography, and physical therapy assistant.

He reported that because O&P is a newer building, the college would not be in a position to take down that building.

Option 2: Design and construct a 61K square foot building at \$33.2M; the new building would include space for the following programs and services: nursing and EMS – program reduction or program re-distribution to other campuses would be necessary – program accreditation is by campus; estimated cost includes renovating O&P building for use by administration, student services, or other programs/functions.

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Mr. Miles emphasized that the second option would include a dramatic reduction in square footage from 165K to 61K. There would need to be a discussion about which programs to relocate, or which programs to eliminate. He also stated that accreditation for health programs is done one a site by site basis. He stated that if there were multiple sites for the health programs, there would need to be multiple accreditations.

Existing partners would not be accommodated under Option 1 or 2 of the HEC renovation – Potential to engage partners to determine needs and associated costs; During construction, utilize HEC Annex for overflow parking – relocate NUHS to HEC main building until new construction is complete – upon completion of new construction, demolish existing HEC building and construct new parking – If HEC Annex property is not needed, consider sale of property; Tour of HCC Allied Health Building took place on February 7, 2019 – four story, 62.67K square foot building – approximate cost \$26M; Received \$1M grant from the Patel Foundation.

Mr. Miles reported that neither option 1 nor option 2 take into account the college's current partnerships. He stated that the college has not engaged partners on their long-term plans, but it could certainly do so and ask that they contribute to overall funding of the building if they are interested in the renovated space.

He also reported reducing the square footage of HEC would result in the need to maximize space usage. He stated that the space is used in two shifts. Currently there is not much usage at night. However, if space is reduced, he implied that night time usage would need to be maximized for evening programs. He suggested that during construction for either option, the South Annex could be used for overflow parking. He stated that since South Annex is only lightly used by one partner, the partner can be moved and the 200 parking spaces on the property can be used as overflow parking. He also suggested implementing a shuttle for students who needed to get from South Annex to HEC proper.

Mr. Miles suggested the South Annex building could be sold after construction as it would no longer be needed. He also suggested the current HEC main building could be demolished to construct new parking. He stated that if option 2 is pursued, the current main building may need to be kept, but stressed that there is a Castaldi report that says that building is at the end of its useful life.

Mr. Miles mentioned St. Petersburg College took a tour of Hillsborough Community College's Allied Health building. The tour was conducted by the architect. The 62.62K square foot building is nearing completion at a cost of \$26M. He reported the brand new building will house only two programs: nursing and EMS, similar to what St. Petersburg College has in option 2.

Mr. Miles reported that of the two options, the college felt option 1 is the better option to pursue. He paused to let the Board digest the presentation and asked if there was anything else the Board wanted to consider.

Mr. Gibbons opined that both of the options were good options although both options were losing either 62K square feet or 105K square feet. He expressed concern that these reductions would impact signature programs. He expressed discomfort at downsizing these programs due to money. He mentioned the P3 Statute that allows colleges to use money from the legislature and leverage it to use private developers for infrastructure projects.

Mr. Gibbons cited an example of a building St. Petersburg College was given for its Midtown campus that ended up being impractical. He stated that he felt it was better to ensure the college has what it needs because the Board members will not be around years from now when the buildings need renovations or when the college needs more classroom space.

He emphasized that he spoke to both Dr. Williams and Mr. Miles prior to the Board meeting to let them know that he would push for a solution that looked toward the future of the college. He cited an example in which the college outbid a competitor to produce nurses at a time of need. He implied that cutting these premium, high-tuition programs would be a step back from the progress established many years ago. He suggested that providing the space to grow these programs in the future would help the college with its budgetary issues.

Mr. Gibbons says that following his discussions with Dr. Williams and Mr. Miles, he flew in a P3 expert. He felt confident that the college could go to the legislature for \$50M as seed money over the next two years. This would allow the college to expand both the first site and the second site, and to create a revenue stream to pay for renovations. Mr. Gibbons asked his friend Cabo Kerner to come address the Board.

Chair Stonecipher agreed to allow Mr. Kerner to address the Board after Mr. Miles finished his presentation. He opened the floor to questions for Mr. Miles.

Chair Stonecipher questioned how added efficiencies with constructing the new building would impact the use of space.

Mr. Miles agreed that building construction and design has come a long way since the 70s. He mentioned that the HEC building's original purpose was as a department store, and although it was renovated, retro-fitting the building for the college's needs did not allow for the space to be maximized. He stated that constructing a new building would allow HEC to have a lot more efficiency within the design for space use, energy saving, and other things that would help the college's bottom line.

Mr. Gibbons asked if the efficiencies would allow the college to expand the programs used by the old building.

Mr. Miles stated the college would have to sit down with an architect and go through the Charette process figure out whether there would be room for expansion in the future.

Mr. Gibbons clarified his question by asking if either option 1 or option 2 would allow for the current programs offered by the college to be expanded.

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Dr. Williams suggested the college would need to get with its Deans to find out. She implied that the issues the college had with expanding health programs had more to do with being able to access clinicals and less to do with the college's facilities. She stated that the college could expand its nursing program tomorrow if it could get a guarantee that the hospitals would allow its students to gain the clinical experience required to meet accreditation requirements.

Dr. Williams suggested that being able to expand health programs and renovating facilities were separate issues. She stated that the college has the space to expand health programs currently through night classes. She stated that the challenging issue for St. Petersburg College, is that a lot of the for-profits are able to pay for preceptors and for different experiences that the St. Petersburg College could not pay for. She stated that the college was working on ways to expand its health programs. She stated that the nursing program was recently expanded by 24 slots but acknowledged that it needs to be expanded to a number closer to 200 slots.

Dr. Williams reiterated that the challenge St. Petersburg College had regarding expanding its health programs is not a space issue, but rather an issue getting the students the clinical experience needed to meet accreditation.

Mr. Gibbons implied that Dr. Williams actually made his point. He suggested that expanding the college's facilities would allow a private hospital to come on campus and have a dedicated building. He mentioned that St. Petersburg College would not have to pay for preceptors and clinical experiences with a dedicated building and could provide instead provide these services on-site.

Mr. Gibbons suggested that the college's current situation is exactly why the State created P3. He implied that PECO funding was not intended to allow colleges to build programs. He suggested that if the college wanted to live up to its mission to be entrepreneurial and to provide education, it would have to figure out how to get hospitals on its campuses. He stated that the P3 statute was put together to allow public and private sectors to work together so that the public sector could move forward with infrastructure projects.

Mr. Gibbons again presented Mr. Cabell Curran as an expert in the P3 Statute.

Mr. Curran stated that the P3 Statute is one of the most progressive in the nation. He reported that the P3 structure was put in place to help the state of Florida to deal with aging infrastructure. He acknowledged that colleges and universities had more pressing needs than keeping up with real estate, building maintenance, and the maximization of space. He provided an analogy where Bank of America got rid of a beautiful building on prime real estate because it was more focused on the business of lending than real estate.

Mr. Curran stated that often times universities and nonprofits have experienced people on their boards of trustees that are tasked with using their experiences to help these organizations to grow. He implied that the various experiences of the individuals on the Board often lead to a time value of money issue. He suggested that these programs often lead to costly delays.

He gave the Empire State building as an example of the first use of P3. He stated that New York City colleges still own the land that the Empire State building is on. He suggested that when it comes to selling land, if the land is not being used, the college can get land leases, which stays perpetually with the college. He suggested this allows the college to keep the land, use it to generate revenue, or use the land to expand later if necessary.

Mr. Kerner also suggested universities should not be getting rid of assets, particularly when those assets are in prime locations. He stated that when working with a P3 partner, it is the partner's job is to maximize the space. He stated that the partner ensures the space is leased, rented, or that or it is the most efficient space to generate revenue. The P3 partner and the college would be in a joint venture ship for any revenue generated.

He suggested that private management would come with a cost because it requires people that are knowledgeable about real estate. As an example, he gave Merrimack College who wanted a hockey rink but did not have the money for one. Merrimack College also did not want the responsibility of leasing out the rink. Merrimack College did a very successful P3 and have a highly used rink.

He also suggested that private donors are sometimes willing to invest in things that enhance what a university does well. He suggested that a P3 is good at fundraising and finding donors that fit into what a college is trying to achieve.

He emphasized that P3 provides an expansive opportunity for the college to focus on growing programs and fundraising, rather than having to focus on real estate issues.

Mr. Gibbons asked if entering in a P3 but keeping the land would create debt for the college.

Mr. Curran suggested that no debt was created.

Mr. Gibbons asked how P3s prevent costs overruns.

Mr. Curran suggested that preventing cost overruns was a key factor in implementing P3 legislation in Florida. He stated that in addition to handling the costs of renovations, the partner is also responsible for maintaining the building to the standards dictated by the college or university. He stated that P3 requires the university to produce capital, but it's up to the partner to deliver on that capital. He suggested that the university's liability is limited through the use of covenants.

Mr. Foster asked who Mr. Gibbons saw as a P3 partner.

Mr. Gibbons replied that his suggestion was to go back to the original plan for three buildings, while also using the South Annex to help generate revenue to pay for P3 funding long term. He reiterated that he believed the college could receive 50M over the next two years as an investment that would return 80M. He believed a private investor would put up 30M.

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He suggested that hospitals, like other business were attracted by volume. He gave an example of a hospital's interest in building a clinic at Walmart due to the high volume of people in the Walmart. He suggested that St. Petersburg College has an advantage because it is the primary university of Pinellas county. He implied that St. Petersburg College is the primary institution providing workers for Pinellas county in the healthcare industry. He stated that the college's reputation was extremely high. He implied that now is the time to invest in the college's future to ensure that it remains the primary college for high quality healthcare training in the future.

He reported that his vision was for St. Petersburg College to leave its request for 33M with the State, and to have Dr. Williams and Mr. Miles work to secure a P3 deal.

Chair Stonecipher opened the floor up to questions regarding P3.

Vice Chair Cole asked if there are any examples of organizations in Florida using the P3 Statute.

Mr. Curran suggested that a he knows that the statute has been used by a number of universities, specifically for parking garage infrastructure space. He also stated that the statute has been heavily used in education. He stated that he knew P3 was used for things like SunPass and transportation. He stated that the statute can be used anywhere that deferred maintenance is seen as a barrier to economic development and universities are considered to be economic development.

He stated the statute stemmed from a desire to have private dollars invested in economic development. He suggested that previously private companies could be enticed into moving their companies by things like a beautiful piece of land, a great community, and amenities. He suggested that presently, both private companies and students are also looking for infrastructure.

He explained that he felt St. Petersburg College has studied its HEC situation enough to target their P3 for what the college hoped to achieve. He suggested that while infrastructure may be boring, it is the number one driver for economic development. He stated that although it was previously seen as a governmental issue, States are starting to realize that without good infrastructure, they cannot get businesses, colleges, or students. He suggested that local governments are recognizing that a lack of infrastructure is creating a myriad of issues.

Mr. Gibbons stated that the mayor has commented on how lack of infrastructure and education is a barrier to economic development. He also stated that Mr. Kerner is the reason St. Petersburg College has the Fordum program. He mentioned that Mr. Kerner helped to bring in a huge investment banker, Larry Langerie to help secure the program. He stated that Mr. Kerner has a previous working relationship with the college.

Chair Cole stated that before solidifying plans, he wanted to know what the potential amount of space would be as proposed in option 1, compared with a larger facility as proposed by Mr. Gibbons. He clarified that he was looking for the potential of the space 10 to 20 years down the line.

Chair Cole acknowledged that he was asking for guesstimates and projections, however, he felt that the Board needs this information to help it decide on the scope of the building for what it considers to be some of St. Petersburg College's best programs.

He also stated that the Board agrees that the college is falling behind the curve with the current building because it is not up to par with current technology, it is not aesthetically pleasing, and maintenance and upkeep are expensive. He states that the Board agrees that improvements are in order.

Chair Stonecipher suggested that the Board needs more information to determine the best course of action. He suggested that the proposed building at \$103K makes sense if the college can partner with private institutions or donors. He suggested that a phased approach of improvements might be a better option. He stated that he is currently unable to determine which approach is best.

Mr. Gibbons stressed that the reason he asked for the P3 discussion, is to ensure that the college has weighed all of its options before determining a course of action. He encouraged the Board to take the time it needs to choose the right option. He reminded the Board that even if the \$33M in funding is approved, the funds will not be received until 2020. He implied that he wanted to ensure that the Board did not rush to a decision without fully examining alternative ways forward.

Mr. Gibbons suggested having a motion to vote on the \$33M in the PICO process before coming back as a Board to discuss all three options presented today.

Dr. Williams clarified that the college has been asked to provide renderings of what the college will look like after the \$33M is allocated at a hearing in Tallahassee. She suggested that she needed to be certain that she was presenting accurate information.

Mr. Gibbons stated that the need to produce renderings would not prevent the legislature from moving forward. He suggested that if the college decided to go with P3, it could present an amendment and state that it wanted to do the building presented in the rendering along with additional projects that would be built with the help of external funding. He suggested that any funding acquired through P3 would not be on the college's books but would provide a wealth of benefits including potential rental revenue from hospitals.

Mr. Foster asked if the Board could agree to eliminate option 2. He stated that he was willing to defer discussion on option 1 since the P3 option had been presented. He said that from his own experience, taking an old web city building and trying to make it an education campus resulted in horrible space utilization.

He agreed that St. Petersburg College could have incredible expanded programs with 103K square feet and a completely renovated O&P. He also agreed to explore a third option with potential P3 funding. However, he moved that option 2 be eliminated and that Dr. Williams be permitted to present an option 1 rendering to Tallahassee, with the potential to pursue a P3.

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Vice Chair Cole questioned whether the options presented were contingent upon receiving funding from the legislature. She also questioned how new proposals would change the design budget. Specifically, she asked if the college would do a phased design that would be complete even if the college only received 33M, or what the design would look like to accommodate funding sources that have yet to be secured. She wanted to know how everything would work from an administrative standpoint.

Mr. Gibbons responded that according to the legislature, the college would need to provide a phased approach if the money requested from the state did not meet the end result. As example, he stated that if a 50M building was submitted with a request of only \$33M, it must be shown how the rest of the money will be phased in. To that end, he suggested that any designs would have to be based on the money to be allocated.

However, he stated that one of the benefits of P3 is that the developer comes up with and pays for designs for the college's land with the college providing approval. He stated that for the Student Success Center, the college had to show how it would come up with additional funding. He reiterated that the legislature requires a phased design approach for incomplete funding.

Mr. Miles confirmed the requirement for a phased funding submission for legislative purposes. As a hypothetical, he stated if the college had an 80M project, but only received \$30M from the State, with a lot of planning and coordination, the college could structure a scenario where the balance of the project was financed through a P3.

Mr. Miles also stated that the concept of P3 is not new. He reminded the Board that the previous multi-phase, multi-building approach presented two years ago would have fallen short on state dollars. The college discussed pursuing a P3 and researched the issue at that time.

Addressing Vice Chair Cole, he stated that locally, USF in Tampa has done a \$140M P3 with some dorms, a dining facility, and a gymnasium. He suggested that he toured the improvements last year. He stated that USF took a very comprehensive approach and financed the whole project with a P3.

Mr. Foster moved an amended motion to approve the elimination of option 2 and the pursuit of P3 funding for HEC construction. Mr. Gibbons seconded the motion. The motion passed unanimously.

Chair Stonecipher restated his desire for additional data on all avenues of funding to ensure that the Board makes the most informed decision possible. He specifically stated that he wanted more information on size and the potential of all the proposed programs on the HEC campus so that the Board could start deciding how it would proceed.

Mr. Gibbons expressed gratitude toward the Board for entertaining a discussion on P3 funding. He also thanked Mr. Kerner for coming on such short notice to explain the benefits of P3 to the Board.

He stated that St. Petersburg College's goal is to provide education. He emphasized having as much quality space for students as possible is key to providing an education. He expressed hope that the Board would learn from previous mistakes where a building purchased did not result in additional space, caused overcrowding, and provided no opportunities for new student growth.

Ms. Bello stated that she believes the Board arrived at the same point in the same conversation. She agreed that it makes little sense to create a smaller setting for St. Petersburg College's most successful, most expensive programs. She stated that she felt uncertain about how to proceed when Dr. Williams mentioned the clinicals as barriers to growth, rather than space. She thanked Mr. Gibbons for presenting the Board with another option and expressed excitement for what she felt might be a game-changer for St. Petersburg College.

b. Joseph H. Lang Student Success Center Update – Ms. Diana Wright
(*Presentation*)

Phase III – MEP, Roof, Glazing: 9.9M in subcontractor contracts; Obtained Phase III DWG's on 1/14/19; Construction Permit issued on 1/24/19; Focused on submittal approval; Priority placed on MEPF; Site work – utility connections to building.

Ms. Diana Wright provided a brief update on the Joseph H Lang Student Success Center. She stated that the last time she was before the Board was in November where she requested approval for the phase three GMP. Since November, Lima has gone into contract with subcontractors for an estimated 9.9M or 92% of the total package amount. She reported that St. Petersburg College had also received and permitted phase 3 construction drawings.

Ms. Wright also reported that the project team met on a weekly basis to focus on improving submittals to ensure that materials ordered are within the project specifications. She stated that in the next month, the focus would be on making utility connections such as tying into domestic water, chilled water lines, storm, and also sewage and ensuring that the long lead items or materials are being ordered. As an example, she listed glass and HVAC equipment which take some time to arrive on-site.

Ms. Wright showed the Board a drone video of the building in its current state. She also stated that St. Petersburg College is still within budget and on time. She expressed enthusiasm about continuing to come before the Board and to give updates every other month.

She opened the floor to questions.

Mr. Gibbons asked what number was set for advertising.

Ms. Wright stated that in the past the Board limited the amount for contractors to \$325K. She stated that her department is looking to complete projects from its deferred maintenance list, which included chiller plants that were well above the 325K limit. She stated funding approval would allow her department to go into a continuing RQF process with companies to perform

MINUTES OF THE FEBRUARY 19, 2019 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

projects up to \$2M. She clarified that any project that was over \$325K would be brought to the Board for approval.

Mr. Gibbons asked why the limit was set to \$325K when the statute allowed for up to \$2M.

Ms. Wright suggested that at the time the limit was set, the college may have been more focused on trying to attain companies that would perform smaller projects. She suggested that smaller projects may have been on the deferred maintenance list. She stated that in the next three years, a lot of the college's chiller plants would reach the age of 25 which is the end of their useful lives. She estimated the cost of one plant at \$400-500K. She stated that the need to replace the chiller plants facilitated a need to increase the spending limit over \$325K, which is why she asking for a new limit of up to \$2M.

Mr. Gibbons clarified that the request was to increase the spending limit up to the \$2M limit set by the state statute.

Ms. Wright confirmed the nature of the request and stated that the current limit set by the college is \$325K.

Mr. Gibbons asked if contractors for the projects on the deferred list had been selected.

Ms. Wright stated that they had not.

Mr. Gibbons requested that if minority contractors meet the bounding requirements of the contractors, that some of them be approved.

Ms. Wright assented.

- c. Request to Advertise for Continuing Services for Engineers and Miscellaneous General Contractors (*Action*)

The Board considered Personnel Items VI - C.2c. Ms. Cole moved approval. Mr. Gibbons seconded the motion. The motion passed unanimously.

19-024. Under Item VI – A, Old Business
NONE

19-025. Under VII-B, New Business

- 3. Workforce and Professional Development Curriculum Changes (*Action*)
- 4. GRANTS/RESTRICTED FUNDS CONTRACTS – None

3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

- a. Lease Agreement between St. Petersburg College and Barry University – for lease of space at the Health Education Center (*Action*)
- b. Lease agreement between St. Petersburg College and St. Petersburg Collegiate High School North Pinellas – for lease of space at the Tarpon Springs Campus (*Action*)

4. OTHER

- a. Use of College Facilities by the Direct Support Organizations (*Action*)
- b. St. Petersburg Collegiate High School North Pinellas Policies and Procedures Manual (*Action*)

The Board considered Items VII-B.1-4. Mr. Gibbons moved to approve. Vice Chair Cole seconded the motion. The motion passed unanimously.

19-026. Under Item VIII, Informational Reports

- A. Quarterly Informational Report of Exempt and Non-Exempt Purchases (*Information*)
- B. Quarterly Report of Dell Financial Agreements (*Information*)

19-027. Under Item IX, Proposed Changes to BOT Rules Manual – Public Hearing - NONE

19-028. Under Item X, President's Report

Dr. Williams shared that there was a new chancellor, Kathy Hebda She also informed the Board that the AFC Trustee Conference is March 13th and March 14th in Tallahassee. She expressed interest in having the Board members join her there to hear from the trustees and work on college wide initiatives.

Dr. Williams further reported that she would be joining the Florida Chamber and Foundation Board meeting and the Governors reception tonight in Tallahassee. She also stated that she would try to attend the Higher Ed Appropriation Subcommittee today as some of the college's ecosystem items would be discussed by Representative Latvala. She stated that the college was getting ready to prepare Representative Latvala for the questions he would be asked.

She mentioned that the college would have Keys to Manhood on Saturday. She also stated that she would be presenting on March 11th at the Vinoy Business Alliance and encouraged the presence of friendly faces in the audience. She stated that half of the time at the association

MINUTES OF THE FEBRUARY 19, 2019 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

would be spent speaking about St. Petersburg College as the hidden gem of the community, while the other half would be spent interviewing Dr. Williams as president.

There was some confusion about one of the conferences. Dr. Williams clarified that the dates were March 13th and 14th, rather than on March 12th and 13th.

Dr. Williams also thanked the Board for its active participation. She said the Board's visible participation was a point of pride for her.

19-029. Under Item XII, Next Meeting Date and Location

The Board confirmed its next meeting date and location as Tuesday, March 19, 2019, 9:00 a.m., at the EpiCenter, Room 1-453

XII. ADJOURNMENT

Having no further business to come before the Board, Chairman Stonecipher adjourned the meeting at 10:57 am.

Tonjua Williams
Secretary, Board of Trustees
St. Petersburg College
FLORIDA

Nathan Stonecipher
Chairman, Board of Trustees
St. Petersburg College
FLORIDA

**Attachments
Board Memos and
Supplemental
Materials**

**Board of Trustees Meeting
February 19, 2019**

FGO Update

Presented by Shannon Ulrich

SPC St. Petersburg
College
FACULTY GOVERNANCE ORGANIZATION

TOPICS

- ◆ FGO Spring Projects
- ◆ Learning Experience
- ◆ Faculty Highlights



SPC St. Petersburg
College
FACULTY GOVERNANCE ORGANIZATION

FGO Spring Projects

- ◆ **COMMUNICATION!** – *Deans and Faculty*
- ◆ **Faculty180** – *“Let’s take a look...”*



FACULTY180



In 2014, St. Petersburg College implemented Faculty180 (FPC's digital portfolio tool) as the submission platform for Fall 2014 faculty annual evaluations. In 2015, it was rolled out for adjunct faculty. The digital portfolio platform incorporates FPC instructional evaluation criteria and course-data reflection, providing electronic archives of activities and supporting documentation to be utilized from year to year.

Get regular posts from us here:

[Faculty180](#) | [Faculty180](#) | [Faculty180](#) | [Faculty180](#) | [Faculty180](#) | [Faculty180](#) | [Faculty180](#) | [Faculty180](#) | [Faculty180](#) | [Faculty180](#)

FGO Spring Projects

- ◆ **Academic Integrity Policy** – *training sessions*
- ◆ **Student Survey of Instruction** – *revision in progress*
- ◆ **FGO Constitution** – *updating*



FGO Spring Projects



- ◆ **2019 Titan Trot 5K - Organized by FGO**
 - ◆ Raised over \$2,200 for student scholarships
 - ◆ 174 registered participants
 - ◆ 40+ volunteers



Learning Experience

- ◆ **Student-Focus Groups (February/March)**
 - ◆ Tarpon Springs – 2/26
 - ◆ Clearwater – 2/21
 - ◆ Seminole – 2/28
 - ◆ St. Pete Gibbs – 2/12
 - ◆ DT/MT - TBD
 - ◆ Online - TBD
- ◆ **Committee Meeting (March)**
 - ◆ *How can we increase student success in minority males?*



Faculty Highlight: Achievement

- ◆ **Sheree Greer (SPG, Communications)**
 - ◆ Author of the essay, “Bars”



Faculty Highlight: Achievement

- ◆ **David Monroe (SPG, Ethics)**
 - ◆ Presenting “Facing Non-Human Others: Is a Levinasian Account of Animal Ethics Plausible” at 6th Annual Conference of the European Association for Critical Animal Studies in Spain



Questions
or
Comments?


SPC St. Petersburg
College
FACULTY GOVERNANCE ORGANIZATION

V-C Career Service Employee Council





Career Service Employee Council (CSEC)

February 19, 2019



Career Service Employee Council



- SPC Career Services employees presented at the 69th Annual AFC Meeting and Conference November 8-9, 2018
 - Presentation Title: *"Hidden Figures" in Florida Colleges*
 - Presentation Focus: *The vital role that career service employees serve*



Career Service Employee Council

- Updated bylaws finalized and approved by the CSEC Steering Committee
 - Aligned CSEC Initiatives with the College's Goals
 - From 24 to 28 members – E-Board members are no longer site representatives
 - E-Board tasked with Leadership transitioning



Career Service Employee Council

- Recruiting membership





Career Service Employee Council

- Recruiting membership with the goal of filling open site positions
 - The career service areas have equal voices
 - Campus listening posts
 - Monthly Provost meetings



Career Service Employee Council

- New On-boarding guides drafted
 - New CSEC representatives will be provided detailed information about CSEC and guidelines regarding their role as council members



Career Service Employee Council

•Questions?



VI – A.1 St. Petersburg College Civic Engagement



SPC Civic Engagement
Spring Semester 2019

Dr. Joseph Smiley,
Dean Social/Behavioral Sciences & Human Services

Dr. Misty Kemp
Executive Director for Retention Services



Civic Engagement Activity Types

SPC - working to make a difference in the civic life of our communities leading to an improvement in the quality of life

- **Service Learning**
- **Community Volunteer Service**
- **Civic Education**
- **Campus Engagement**
- **Institutional Community Engagement**



Spring Semester Civic Engagement*

- **Service Learning** - 2149 participants
 - Safe Harbor Homeless Outreach - 1,900 hours
 - Head Start Initiative - 360 hours
 - Safehouse - 100 hours
 - Political Science Course Civic Engagement Projects - 2000 hours
- **Community Volunteer Service** - 880 students
 - PTK Citizens Alliance for Project STEM Project - 50 hours
 - Park Beautification Project - 175 hours
 - SLS Course Civic Engagement Projects - 750 hours

*Selected samples of the many Civic Engagements activities during Spring 2019



Spring Semester Civic Engagement*

- **Civic Learning** - 75 participants
 - League of Women Voters "Democracy 101" - 60 hours
 - Lunch Pals - 300 hours
 - Civic Leaders Monologue - 90 hours
- **Campus Engagement** - 100 participants
 - Naturalization & Citizenship Initiative - 25 hours
 - Global Classrooms with Pinellas County Schools - 350 hours
 - Pinellas County Schools/Gibbs Campus-COE Initiative - 50 hours
- **Institutional Engagement**
 - East Tarpon Community Forum with President Williams

*Selected samples of the many Civic Engagements activities during Spring 2019



2019 MLK Day of Service Project



- **2019 MLK Grant Award:**
 - \$250,000.00 Dept. of Economic Opportunity
 - 62 applications submitted
 - 47 funded projects awarded totaling \$166,697.63
 - **Nine Focus Areas:** childhood obesity, homelessness, fire safety, literacy, senior support, credit restoration, neighborhood revitalization, veteran's empowerment, and financial literacy for children.



2019 Kick-Off



Signature Project:

Reflection of the last 50 years-
How far have we come?
Arts Conservatory for Teens
Sunday, January 13th

“Set in a diverse modern classroom, the play explored highly charged, real-life dramatic situations that are currently taking place in high schools across America today.”

<http://theweeklyphallenger.com/dream-for-america-50-years-since-the-civil-rights-movement/>



Family Fun Day- "What are we doing for others?"


A community event specially curated to bring together community members and activist in honor of Dr. Martin Luther King Jr.'s legacy.



MLK Looking Forward 2019-2020


- **Project Specific to Annual Continuity**
 - MLK Day of Service remains purpose
 - Continue to Kick-Off Day On not a Day Off
 - Student Service Learning Projects
 - County wide- Awards and Advisory Committee
 - Black History Month
 - Civic Engagement Partnerships
 - Community Education/Training
 - Fundraising

VI – B.1 Monthly Budget Report



St. Petersburg College
Board of Trustees Meeting
January 2019 Budget Report

Janette Hunt
February 19, 2019



Budget Report

- FY18/19 January Budget Report
- FY19/20 Budget Planning Timeline
- Tuition Revenue

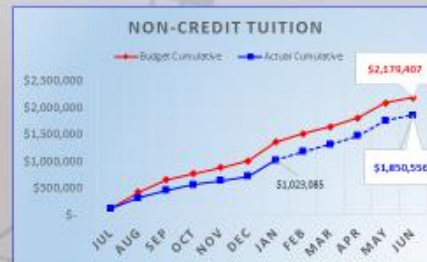



Report as of January 31, 2019

Revenue	Prior Year Budget	Prior Year Actual	Prior Year %	Budget	Actual	% of YTD
Student Tuition & Fees	\$ 61,246,719	\$ 52,165,471	85.2%	\$ 61,499,889	\$ 52,034,227	84.6%
State Funding	\$ 71,793,706	\$ 33,286,547	46.4%	\$ 72,088,236	\$ 32,077,282	44.5%
Other Revenues	\$ 5,609,289	\$ 2,478,108	44.2%	\$ 5,187,048	\$ 2,916,093	56.2%
Fund Transfers In	\$ 3,782,619	\$ 2,516,462	66.5%	\$ 3,103,706	\$ 1,168,280	37.6%
Reserves	\$ 1,825,000	\$ -	0.0%	\$ 1,000,000	\$ -	0.0%
Total Revenue	\$ 144,257,333	\$ 90,446,588	62.7%	\$ 142,878,878	\$ 88,195,883	61.7%



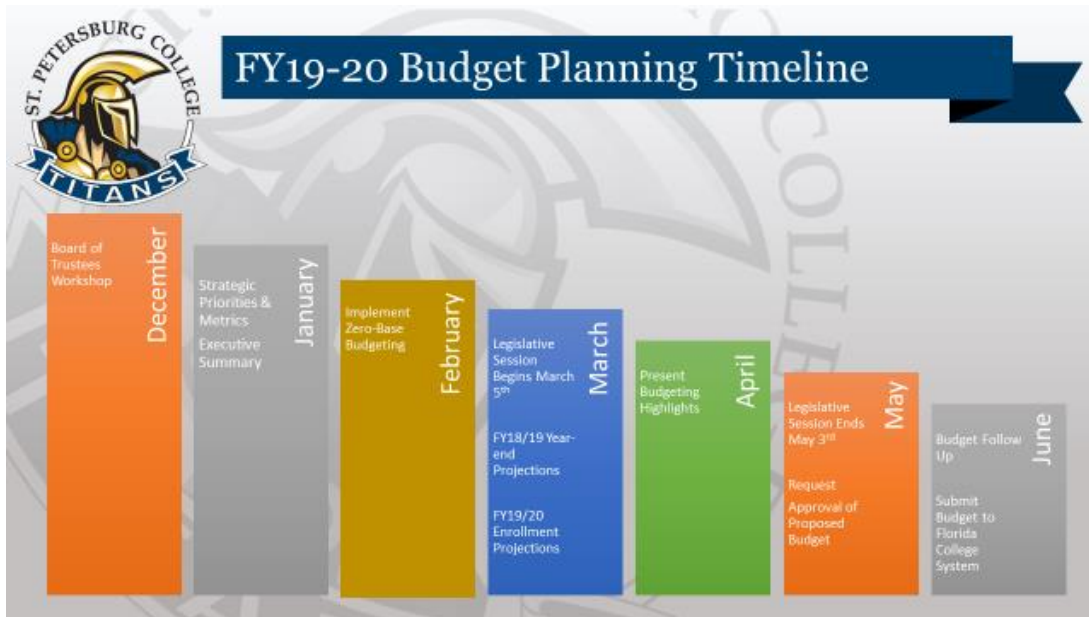
Report as of January 31, 2018





Report as of January 31, 2019

	Prior Year Budget	Prior Year Actual	Prior Year %	Budget	Actual	% of YTD
Personnel & Benefits						
Faculty	\$ 26,776,489	\$ 15,757,236	58.8%	\$ 25,749,327	\$ 14,938,467	58.0%
Administrative & Professional	\$ 24,251,689	\$ 13,784,710	56.8%	\$ 23,585,641	\$ 13,084,505	55.5%
Career Service (includes OT)	\$ 19,951,011	\$ 10,807,958	54.2%	\$ 19,183,840	\$ 10,015,192	52.2%
Adjunct/Supplemental	\$ 13,549,064	\$ 6,894,175	50.9%	\$ 13,142,592	\$ 6,817,516	51.9%
Other Personal Services (OPS)	\$ 2,041,007	\$ 961,699	47.1%	\$ 2,019,316	\$ 970,581	48.1%
Student Assistants	\$ 428,000	\$ 149,162	34.9%	\$ 428,000	\$ 144,944	33.9%
Health Insurance	\$ 14,931,773	\$ 8,813,343	59.0%	\$ 14,423,171	\$ 9,033,994	62.6%
Other Benefits	\$ 11,280,323	\$ 7,123,661	63.2%	\$ 11,827,326	\$ 6,830,251	57.7%
Total Personnel & Benefits	\$ 113,209,356	\$ 64,291,943	56.8%	\$ 110,359,214	\$ 61,835,450	56.0%
Current Expense						
Total Current Expense	\$ 28,278,499	\$ 14,677,171	51.9%	\$ 29,740,028	\$ 14,495,378	48.7%
Capital						
Total Capital	\$ 2,769,478	\$ 1,303,898	47.1%	\$ 2,779,636	\$ 937,155	33.7%
Total Operating	\$ 144,257,333	\$ 80,273,012	55.6%	\$ 142,878,878	\$ 77,267,983	54.1%
Balance	\$ 0	\$ 10,173,576		\$ -	\$ 10,927,900	





Tuition Revenue

Percentage of Tuition Revenue

	Credit Tuition	Post Secondary Adult Vocational Tuition	Non-Credit Tuition
Florida Colleges	94.2%	2.3%	3.5%
St. Petersburg College	94.5%	1.2%	4.3%

Questions



St. Petersburg College
Budget Report
As of January 31, 2018

	Prior Year Budget	Prior Year Actual	Prior Year %	Budget	Actual	% of YTD
Revenue						
Student Tuition	\$ 50,887,002	\$ 43,600,362	85.7%	\$ 50,779,769	\$ 43,236,605	85.1%
State Appropriation - FCS	\$ 53,548,581	\$ 31,236,672	58.3%	\$ 51,475,043	\$ 30,026,971	58.3%
State Appropriation - Lottery	\$ 14,231,049	\$ -	0.0%	\$ 16,598,793	\$ -	0.0%
Performance Funding	\$ 3,514,076	\$ 2,049,875	58.3%	\$ 3,514,400	\$ 2,050,067	58.3%
Learning Support Access Fee	\$ 1,639,890	\$ 1,319,733	80.5%	\$ 1,607,832	\$ 1,306,104	81.2%
Distance Learning Fee	\$ 3,526,830	\$ 3,050,046	86.5%	\$ 3,995,700	\$ 3,218,577	80.6%
Technology Fee	\$ 2,508,569	\$ 2,081,981	83.0%	\$ 2,476,437	\$ 2,105,167	85.0%
Lab Revenue Fees	\$ 1,592,067	\$ 1,615,486	101.5%	\$ 1,575,099	\$ 1,683,263	106.9%
Industry Certifications	\$ 500,000	\$ -	0.0%	\$ 500,000	\$ 244	0.0%
Other Revenues	\$ 5,609,289	\$ 2,478,108	44.2%	\$ 5,187,048	\$ 2,916,093	56.2%
Other Student Fees	\$ 1,092,361	\$ 497,864	45.6%	\$ 1,065,052	\$ 484,511	45.5%
Fund Transfers In	\$ 3,782,619	\$ 2,516,462	66.5%	\$ 3,103,706	\$ 1,168,280	37.6%
Reserve	\$ 1,825,000	\$ -	0.0%	\$ 1,000,000	\$ -	0.0%
Total Revenue	\$ 144,257,333	\$ 90,446,588	62.7%	\$ 142,878,878	\$ 88,195,883	61.7%
Personnel & Benefits						
Instructional/Faculty-Full time	\$ 26,776,489	\$ 15,757,236	58.8%	\$ 25,749,327	\$ 14,938,467	58.0%
Administrative & Professional	\$ 24,251,689	\$ 13,784,710	56.8%	\$ 23,585,641	\$ 13,084,505	55.5%
Career Service (includes OT)	\$ 19,951,011	\$ 10,807,958	54.2%	\$ 19,183,840	\$ 10,015,192	52.2%
Adjunct/Supplemental	\$ 13,549,064	\$ 6,894,175	50.9%	\$ 13,142,592	\$ 6,817,516	51.9%
Other Personal Services (OPS)	\$ 2,041,007	\$ 961,699	47.1%	\$ 2,019,316	\$ 970,581	48.1%
Student Assistants	\$ 428,000	\$ 149,162	34.9%	\$ 428,000	\$ 144,944	33.9%
Health Insurance	\$ 14,931,773	\$ 8,813,343	59.0%	\$ 14,423,171	\$ 9,033,994	62.6%
Other Benefits	\$ 11,280,323	\$ 7,123,661	63.2%	\$ 11,827,326	\$ 6,830,251	57.7%
Total Personnel & Benefits	\$ 113,209,356	\$ 64,291,943	56.8%	\$ 110,359,214	\$ 61,835,450	56.0%
Current Expense						
Bad Debt/Unemployment	\$ 1,003,810	\$ (44,751)	-4.5%	\$ 1,003,331	\$ (67,854)	-6.8%
Insurance (Non Health)	\$ 1,758,611	\$ 1,273,605	72.4%	\$ 1,811,245	\$ 1,239,585	68.4%
Repairs & Maint	\$ 886,195	\$ 524,641	59.2%	\$ 931,034	\$ 542,737	58.3%
Scholarships/Fee Waivers	\$ 2,423,463	\$ 2,181,956	90.0%	\$ 2,424,463	\$ 1,706,390	70.4%
Services and Fees	\$ 6,033,319	\$ 2,780,900	46.1%	\$ 6,006,449	\$ 2,285,992	38.1%
Materials and Supplies	\$ 4,476,333	\$ 1,847,300	41.3%	\$ 4,693,926	\$ 2,178,589	46.4%
Travel	\$ 311,583	\$ 210,337	67.5%	\$ 350,000	\$ 221,399	63.3%
Utilities	\$ 5,260,407	\$ 3,160,823	60.1%	\$ 5,527,258	\$ 3,314,212	60.0%
Other Current Expense	\$ 3,530,392	\$ 1,094,259	31.0%	\$ 3,296,339	\$ 781,041	23.7%
Tech Expense/Licensing	\$ 2,594,386	\$ 1,648,100	63.5%	\$ 3,695,983	\$ 2,293,288	62.0%
Total Current Expense	\$ 28,278,499	\$ 14,677,171	51.9%	\$ 29,740,028	\$ 14,495,378	48.7%
Capital						
Computer Refresh Leases	\$ 2,379,879	\$ 1,155,574	48.6%	\$ 2,390,037	\$ 820,116	34.3%
Capital Purchases	\$ 389,599	\$ 148,324	38.1%	\$ 389,599	\$ 117,038	30.0%
Total Capital	\$ 2,769,478	\$ 1,303,898	47.1%	\$ 2,779,636	\$ 937,155	33.7%
Total Operating	\$ 144,257,333	\$ 80,273,012	55.6%	\$ 142,878,878	\$ 77,267,983	54.1%
Balance	\$ -	\$ 10,173,576		\$ -	\$ 10,927,900	

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President *(TW)*

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Fruitt II, Kelvin J	Career & Academic Advisor	Counseling & Advisement SPG	1/7/2019 - 06/30/2019

TRANSFER/PROMOTION Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Louis, Louisana	Dean, College of Nursing	College of Nursing	1/2/2019 - 06/30/2019

HIRE Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Murphy, Mark T	Facilities Specialist	Facilities Construction & Plan EPI	1/7/2019
Berry, Jarred W	Landscaper	Landscape Services CL	1/7/2019
Alzaharani, Ahmed	Landscaper	Landscape Services SE	1/22/2019
Shepard Jr, Melvin W	Recruiter	Provost Office DT	2/4/2019
Pieterse, Faith	Recruiter	Provost Office TS	1/22/2019

HIRE Faculty			
Name	Title	Department/Location	Effective Date
Hofrichter, Jamie E	Faculty	Nursing HEC	1/11/2019 - 06/30/2019
Michels, Lisa	Faculty	Nursing HEC	1/11/2019 - 06/30/2019

HIRE Temporary			
Name	Title	Department/Location	Effective Date
Stewart, Tamea M	Adjunct Faculty	Baccalaureate Programs EPI	1/14/2019
Kumar, Vipul	Adjunct Faculty	College of Computer & InfoTech CL	1/14/2019
Moore, Derrick A	Adjunct Faculty	College of Computer & InfoTech SPG	1/14/2019
Wellin, Thaddaeus R	Adjunct Faculty	College of Computer & InfoTech SPG	1/14/2019
Cano, Diana	Adjunct Faculty	Communications SE	1/14/2019
Negron, Arlenne N	Adjunct Faculty	Communications SE	1/14/2019
De La Piedra, Gregory P	Adjunct Faculty	Communications SPG	1/14/2019
Henry, Mahisa L	Adjunct Faculty	Communications SPG	1/14/2019
O'Reilly, Andrea L	Adjunct Faculty	Communications SPG	1/14/2019
Salvador, Dara J	Adjunct Faculty	Criminal Justice AC	1/14/2019
Trentinella, Rosemarie	Adjunct Faculty	Distance Learning TV SE	1/14/2019
Vanden Heuvel, Andrew D	Adjunct Faculty	Distance Learning TV SE	1/14/2019
Horat, Patricia A	Adjunct Faculty	Ethics CL	1/14/2019
Abercrombie, Eric N	Adjunct Faculty	Ethics SPG	1/14/2019
Lovelady-Alfonso, Elizabeth	Adjunct Faculty	Foreign Language SE	1/14/2019
Liebman, Simeon D	Adjunct Faculty	Humanities & Fine Arts SE	1/14/2019
Fox, Cynthia A	Adjunct Faculty	Humanities & Fine Arts SPG	1/14/2019

Lazaar, Khalid	Adjunct Faculty	Mathematics SE	1/14/2019
Diepholz, Alexandra J	Adjunct Faculty	Mathematics TS	1/14/2019
Einfeldt, Claran K	Adjunct Faculty	Mathematics TS	1/14/2019
Carter, James R	Adjunct Faculty	Natural Science CL	1/14/2019
Colna, Kaitlyn E	Adjunct Faculty	Natural Science CL	1/14/2019
Hutchison, Hannah R	Adjunct Faculty	Natural Science CL	1/14/2019
Machini, Matthew	Adjunct Faculty	Natural Science CL	1/14/2019
McClain, Michael A	Adjunct Faculty	Natural Science SE	1/14/2019
Kalpanie Perera, Harsha	Adjunct Faculty	Natural Science TS	1/14/2019
Cline, Stephanie L	Adjunct Faculty	Nursing HEC	1/14/2019
Kraft, Cassandra L	Adjunct Faculty	Respiratory Care HC	1/14/2019
McAvoy, Lauren S	Adjunct Faculty	Respiratory Care HEC	1/14/2019
Cox, Thomas D	Adjunct Faculty	Social & Behavioral Science SE	1/14/2019
Jackson III, James E	Adjunct Faculty	Social & Behavioral Science SE	1/14/2019
Heatherly, Kristin H	Adjunct Faculty	Veterinary Technology VT	1/14/2019
Straccioni, Miriam M	Adjunct Faculty	Veterinary Technology VT	1/14/2019
Ferrera, Susan	Adjunct Faculty, Bach	Baccalaureate Programs CL	1/14/2019
Lewis, Gregory R	Adjunct Faculty, Bach	Baccalaureate Programs EPI	1/10/2019
Millen, Nancy A	Adjunct Faculty, Bach	Baccalaureate Programs EPI	1/10/2019
Muniz, Fernando B	Adjunct Faculty, Bach	Baccalaureate Programs EPI	1/14/2019
Spohn, David E	Adjunct Faculty, Bach	Baccalaureate Programs EPI	1/14/2019
Stewart, Tamea M	Adjunct Faculty, Bach	Baccalaureate Programs EPI	1/14/2019
Cano, Karen P	Adjunct Faculty, Bach	Baccalaureate Programs SE	1/10/2019
Milliken, Kaytlynn E	Adjunct Faculty, Bach	College of Education TS	1/14/2019
Hersem, Amanda K	Adjunct Faculty, Bach	Ethics CL	1/14/2019
Dulski, Sheri	Adjunct Faculty, HTF Nursing	Dental Hygiene HEC	1/14/2019
Marzula, Holly M	Adjunct Faculty, HTF Nursing	Dental Hygiene HEC	1/14/2019
Abraham, Jessy S	Adjunct Faculty, HTF Nursing	Nursing HEC	1/14/2019
Gachoka, Sheila W	Adjunct Faculty, HTF Nursing	Nursing HEC	1/14/2019
Ismail, Rizwana Y	Adjunct Faculty, HTF Nursing	Nursing HEC	1/14/2019
Lamontagne, Marie A	Adjunct Faculty, HTF Nursing	Nursing HEC	1/14/2019
Reynolds, Zachary J	General Support	Veterinary Technology VT	2/2/2019
Roach, Tylor L	General Support	Veterinary Technology VT	2/2/2019
Sabree, Nigel M	General Support	Veterinary Technology VT	2/2/2019
Jagusiak, Malgorzata M	OPS Career Level 1	Academic & Student Affairs DT	1/22/2019
Jaidka, Naina	OPS Career Level 1	Academic & Student Affairs DT	1/7/2019
Palenchar, John E	OPS Career Level 1	Learning Resources TS	1/22/2019
Eldredge, Madisin P	OPS Career Level 2	Associate Provost Office CL	1/7/2019
Boccio, Jaylene L	OPS Career Level 2	Counseling & Advisement SPG	2/4/2019
Fletcher, Chelsea N	OPS Career Level 5	Academic & Student Affairs HEC	1/7/2019
Hayes, Tina C	OPS Career Level 5	Academic & Student Affairs SPG	1/22/2019
Vazquez Trujillo, Abel	OPS Career Level 5	Academic & Student Affairs SPG	1/22/2019
Mancini, Tanna A	OPS Career Level 5	Learning Resources CL	2/4/2019
Dang, Trang B	OPS Career Level 5	Learning Resources SPG	11/26/2018
Opapeju, Timilehin G	OPS Career Level 5	Student Support Services SPG	1/21/2019
Truong, Tommy	OPS Career Level 5	Student Support Services SPG	1/21/2019
Smith, Gregory L	OPS Career Level 5	Workforce/Professnl Developmnt EPI	1/7/2019
Heppler, Steven F	OPS Professional	Natural Science CL	1/14/2019
Walters, Clyde J	Professional Trainer	Academic & Student Affairs DO	1/14/2019
Duchenev, Wesley A	Professional Trainer	Criminal Justice AC	1/14/2019
Martin Jr, Glenn L	Professional Trainer	Criminal Justice AC	1/28/2019
Miller, Eric E	Professional Trainer	Fire Sciences	1/14/2019
Ingold, Timothy G	Professional Trainer	NTPI/WMD Grant AC	2/4/2019
Weaver, Michael W	Professional Trainer	NTPI/WMD Grant AC	2/4/2019
Bojilov, Viktor B	Professional Trainer	Workforce/Professnl Developmnt EPI	2/4/2019
Truman, Karen S	Professional Trainer	Workforce/Professnl Developmnt EPI	1/7/2019


Brian Miles, Vice President, Administration, Finance & Technology, and Carol Sumter, Associate Vice President of Human Resources, bringing the actions forward, recommend approval.

ND01292019

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Request to Select a Design Option for a newly constructed Health Education Center at the Health Education Center Campus.

Authorization is sought to select a design option for a newly constructed building at the Health Education Center for further exploration of selected design.

Based on the November 2018 Castaldi Report performed by Williams Dacar and Associates Inc. and Engineering Matrix, it was determined that demolition of the existing Health Education Center would be more cost effective than remodeling or renovating the 50-year old building.

Optional schematic designs developed by Harvard Jolly Architecture, Inc. are as follows:

OPTION 1:

- Design and construct and approximated 103,000 sq. ft. building at an estimated cost of \$56 million dollars.
- This new building would include space for the following programs and services: Nursing, EMS, Library, Tutoring, Testing Center, Student Services and Administration.
- Estimated cost includes renovating O&P Building for the remaining HEC Programs: Dental Hygiene, Funeral Services, Respiratory Care, Radiography & Physical Therapy Assistant.

OPTION 2:

- Design and construct and approximated 61,000 sq. ft. building at an estimated cost of \$33.2 million dollars.
- This new building would include space for the following programs and services: Nursing and EMS. Program reduction or program re-distribution to other campuses would be necessary.
 - Program accreditation is by campus.
- Estimated cost includes renovating O&P Building for use by Administration, Student Services, or other programs/functions.

Further authorization, including selection of design and construction professionals will be requested once selected design option is fully vetted.

Brian Miles, Vice President, Administration, Finance & Technology; Diana Wright, Acting Associate Vice President, Facilities Planning and Institutional Services; and Eric Carver, Provost, Health Education Center, recommend approval.


VI - C.2a Health Education Center New Construction Design



**St. Petersburg College
Board of Trustees Meeting
February 2019**

**Health Education Center
New Construction Design Request**

**Brian Miles
VP, Administration, Finance & Technology**



2016 – Board Review

In August 2016, the Board approved the 5-year Capital Improvement Plan (CIP), including funding for construction of new buildings at the Health Education Center. The CIP included proposed funding of \$53,350,000.00 over the five years as follows:

- FY17-18 - \$500,000
- FY18-19 - \$20,000,000
- FY19-20 - \$300,000
- FY20-21 - \$21,000,000
- FY21-22 - \$11,550,000



Health Education Center – Renovation

Renovate HEC – Option 1 and Option 2

- Engage with Architect to identify HEC program needs and size of new building.
- Option 1:
 - o Design and construct and approximated 103,000 sq. ft. building at an estimated cost of \$56 million dollars.
 - o This new building would include space for the following programs and services: Nursing, EMS, Library, Tutoring, Testing Center, Student Services and Administration.
 - o Estimated cost includes renovating O&P Building for the remaining HEC Programs: Dental Hygiene, Funeral Services, Respiratory Care, Radiography & Physical Therapy Assistant.
- Option 2:
 - o Design and construct and approximated 61,000 sq. ft. building at \$33.2 million dollars.
 - o This new building would include space for the following programs and services: Nursing and EMS. Program reduction or program re-distribution to other campuses would be necessary.
 - Program accreditation is by campus.
 - o Estimated cost includes renovating O&P Building for use by Administration, Student Services, or other programs/function.



Health Education Center – Renovation

Renovate HEC – Option 1 and Option 2 continued:

- Existing partners would not be accommodated under Option 1 or 2 of the HEC renovation.
 - o Potential to engage partners to determine needs and associated costs.
- During construction, utilize HEC Annex for overflow parking.
 - o Relocate NUHS to HEC main building until new construction is complete.
 - o Upon completion of new construction, demolish existing HEC building and construct new parking.
 - o If HEC Annex property is not needed, consider sale of property.
- Tour of HCC Allied Health Building took place on February 7, 2019.
 - o Four story, 62,670 sq. ft. building – approximate cost \$26 million.
 - o Received \$1 million dollar gift from the Patel Foundation.



Health Education Center – Birds Eye View



Health Education Center – Renovation Snapshot




VI - C.2b Student Success Center Update

ST. PETERSBURG/GIBBS CAMPUS

**JOSEPH H. LANG
STUDENT SUCCESS CENTER
UPDATE**


Board of Trustees Meeting
February 19, 2019



Project Update

Phase III- MEP, Roof, Glazing

- \$9.9M in subcontractor contracts
- Obtained Phase III DWG's on 1/14/19
- Construction Permit issued 1/24/19
- Focused on submittal approval
- Priority placed on MEPP
- Site work- utility connections to bldg.



February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President



SUBJECT: Request to Advertise for Continuing Services for Engineers and Miscellaneous General Contractor.

Authorization is sought to advertise for continuing services for engineers and miscellaneous general contractors.

In order to support the ongoing initiatives related to campus-based and Collegewide facilities projects, the college plans to publicly solicit and select several contractors in accordance with Florida Statutes 287.055, State Requirements for Educational Facilities (SREF), and college policies.

- Contractors will be selected for a three-year period, with an optional annual renewal for an additional two years at the discretion of the Board of Trustees. Project values for work assigned to these firms cover project cost over \$65,000, up to and including \$2 million (\$2,000,000). Contractors may be procured on a project specific competitive solicitation approved by the board, or pursuant to the continuing contract of prequalified contractors and tradesmen. It is anticipated that 3-5 firms will be selected for each professional specialty, and work will be distributed based on college needs, timing/scheduling of the work and availability of the specific services required for the individual project. Contractors will be prequalified for specific projects on an annual basis under this continuing contract.
- Engineering firms will be selected for a three-year period, with a two-year annual renewal available at the discretion of the Board of Trustees. Selected firms will provide professional services for projects up to \$2 million (\$2,000,000). It is anticipated that 2-3 firms will be selected and work will be distributed based on college needs, timing/scheduling of the work and availability of the specific services required for individual projects.

Brian Miles, Vice President, Administration, Finance & Technology; and Diana Wright, Acting Associate Vice President, Facilities Planning & Institutional Services, recommend approval.

February 19, 2019

MEMORANDUM

TO: Board of Trustees St. Petersburg College

FROM: Dr. Tonjua Williams, President



SUBJECT: Workforce Institute

Approval is sought for the recommended changes to Workforce Institute courses within the 2018-2019 catalog year.

Workforce Institute, Business and Finance: Added one new online course to expand and enhance current offerings.

- PRJ0102 Online PMP Project Management Certification Exam Preparation

Workforce Institute, Business and Finance: Updated two courses in the new Certified Financial Planner program to revise the fees and description in the course catalog.


- BSF0334 Certified Financial Planner Professional Education Program
- BSF0335 Certified Financial Planner Capstone

Andrea Henning, Executive Director, Collaborative Labs and Workforce Institute recommend approval.

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Barry University - Lease Agreement

Authorization is sought to enter into a new Lease Agreement with Barry University for the period of January 1, 2019 through June 30, 2019. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College proposes leasing space at the Health Education Center to Barry University for instruction of their Physician Assistant program. The referenced area consists of office space (HEC 188A-188I) and classroom space (HEC 207, 207A, 207B) utilized by Barry University to administer a satellite campus for their Physician Assistant program.

The attached Lease Agreement provides for the lease of approximately 2,094 square feet of space at a rate of \$12.00 per square foot. Rent will be \$12,564 for the lease period based on an annual rate of \$25,128.

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

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

Brian Miles, Vice President, Administration, Finance and Technology; Eric Carver, Provost, Health Education Center; Diana Wright, Acting Associate Vice President, Facilities Planning and Institutional Services; and Suzanne Gardner, General Counsel and recommend approval.

Attachment

**LEASE AGREEMENT
BETWEEN
Barry University
AND
ST. PETERSBURG COLLEGE**

THIS LEASE AGREEMENT (“Agreement”) entered into this _____ day of _____, 2019 by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and the Barry University, private university, whose principal address is 11300 NE 2nd Ave, Miami Shores, Florida 33161 (hereinafter, the “**BARRY**”).

WITNESSETH:

WHEREAS, BARRY operates educational program (“Program”) in Pinellas County, Florida; and

WHEREAS, BARRY utilizes the College facilities to offer the Program, including facilities at the at the College’s Health Education Center campus located at 7200 66th Street North, Pinellas Park, Florida (“HEC Campus”); and

WHEREAS, BARRY is in need of additional space to offer the Program to students; and

WHEREAS, in order to accommodate **BARRY**’ need for additional space, the College desires to lease to **BARRY** a portion of its space at the Health Education Center, Pinellas Park.

NOW THEREFORE, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the promises and covenants contained herein, the parties hereto agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **LEASED PREMISES.** The College does hereby lease to **BARRY**, and **BARRY** does hereby lease from the College rooms 188A-188I and classrooms 207, 207A and 207B, consisting of approximately 2094 square feet of space of dedicated use space for educational and administrative purposes.
3. **TERM.** The term of this Agreement shall be for a period commencing on January 1, 2019 and continuing through and until June 30, 2019. This Agreement may be extended for additional terms upon mutual agreement of the parties in writing before the end of any Term. Either party may terminate the Agreement with or without cause during a Term upon giving the other party no less than 180 days’ prior written notice. For purposes of this Agreement “Term” shall mean the initial term or any renewal term.

4. **BASE RENT.** **BARRY** shall pay to the College base rent for the Leased Premises in the amount of \$12.00 per square foot, which is \$2,094.00 per month and \$12,564.00 for the full six-month term, plus any applicable taxes. Payment shall be made on the first of each month.
5. The College will provide phone lines and internet access through a cable modem to the Leased Premises. **BARRY** shall reimburse the College for any and all costs and expenses associated with installation of any outlets, switches or databoards necessary to provide the phone lines and internet access.
6. **SECURITY.** The College will provide limited security to the Leased Premises in the form of periodic monitoring of the parking lot and the HEC Building by College security personnel during the hours of use set forth below in Paragraph 8.
7. **USE.** The Leased Premises shall be used and occupied by the **BARRY** for educational and administrative office purposes, consistent with the **BARRY**' mission and business purpose and for no other purposes. All use of the Leased Premises shall be in compliance with all laws. For purposes of this Agreement, "Laws" means all applicable present and future (i) federal, state, and local laws, statutes, ordinances, rules regulations, and codes and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; (iv) rules and regulations of the Board of Trustees of St. Petersburg College; and (v) rules, regulations and orders of quasi official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.
8. **HOURS OF USE.** Unless otherwise agreed to by the College in writing, the HEC shall be open from 7:00am to 10:00pm, Monday-Thursday, and 7:00am – 6:00pm on Friday.
9. **PARKING.** **BARRY** may use the parking lots owned by the College at the Health Education Center except for parking spaces designated for specific College personnel.
10. **SIGNAGE.** The College may provide, at the College's sole discretion, interior signage at the HEC Annex Building indicating the location of the Premises. Any signage shall comply with all applicable codes, rules, and regulations governing the same.
11. **ALTERATIONS TO THE PREMISES.** **BARRY** will not, without the College's prior written consent, which consent may be given or withheld in the College's sole discretion, make any material changes or alterations, additions or improvements in or about the Leased Premises. Such consent may be given in writing by the College's Facilities, Planning and Institutional Services, and shall be subject to the College's building and permitting department in compliance with the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), and the American's with Disability Act (ADA).

BARRY shall reimburse the College for any and all costs associated with the renovation of the space for **BARRY** use.

12. NO FURTHER ENCUMBRANCES. **BARRY** shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the College harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, materialmen and vendors in connection with any work performed upon the Leased Premises by or on behalf of **BARRY**.
13. DEFAULT. Default by **BARRY**. "Default" shall be the occurrence of any one or more of the following events which shall permit the College, subject to the cure periods herein stated, to immediately terminate this Agreement and take possession of the Leased Premises:
 - a. **BARRYS'** failure to pay any sums payable to the College which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.
 - b. **BARRY'S** abandonment or vacation of the Leased Premises.
 - c. **BARRY'S** voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of the College.
 - d. **BARRY'S** material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by the College to **BARRY** of such breach.
 - e. The filing of any bankruptcy proceedings on behalf of or against the **BARRY**.
 - f. Use of the Leased Premises by **BARRY** other than as specified in Paragraph 7 or in non-compliance therewith.
 - g. **BARRY'S** encumbrance of the Leased Premises or the fee, or its allowing the Leased Premises or fee to be encumbered, or any other breach of the provisions in paragraph 11, herein.
14. ASSIGNMENT. **BARRY** shall not have the right to assign, sublease or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein or created thereby, or its power to execute this Agreement or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of the College, which consent may be withheld in the sole discretion of the College.
15. INSURANCE. **BARRY** shall maintain commercial liability insurance for personal injury and/or bodily injury including death, of not less than \$1,000,000 per person, or \$2,000,000 per occurrence. **BARRY** shall be required to maintain hazard insurance on its personal property located on or about the Leased Premises. The College shall be named as additional insured on all liability policies and a certificate of insurance shall be provided to the College prior to occupancy by **BARRY** of the Leased Premises. **BARRY** shall further, at its expense, obtain and maintain workers' compensation

insurance and unemployment insurance for **BARRY** employees working at the Leased Premises. **BARRY** shall require the insurance carrier notify College at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to College, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

16. **TAXES.** **BARRY** shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by **BARRY**. **BARRY** shall pay all applicable fees and taxes, if any, levied on the Leased Premises or **BARRY**' leasehold interest therein, or the contents thereof including but not limited to sales taxes, property taxes and stormwater fees, and provide notice to the College of the payment of the same.
17. **LATE CHARGE.** If any payment due to the College is not paid within thirty (30) days after its due date, **BARRY** shall pay a late charge equal to five percent (5%) of the late amount to compensate the College for the additional administrative expense and loss occasioned thereby. In addition, the College may assess a charge at the maximum rate allowable by law for any check from **BARRY** returned to the College for insufficient funds. The late charge provided herein may be waived by the College upon a showing of good cause by **BARRY** for such late payment.
18. **FUNDING FOR COLLEGE.** The College represents that it is a political subdivision existing under the laws of the State of Florida and is funded and relies upon the State for its programs and services. Should legislative appropriations be insufficient, to continue the operation of the Health Education Center Campus, including the Leased Premises, the College may terminate the Lease with thirty (30) days notice to **BARRY**, without further liability to **BARRY** or any third party.
19. **THIRD PARTY CLAUSE.** This Agreement is for the sole benefit of **BARRY** and the College and not for any third party. Except as expressly provided in this Agreement, there are no third-party beneficiaries of this Agreement. This Agreement does not create or confer any legal claim or cause of action in favor or any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.
20. **DISCRIMINATION.** Neither the College nor **BARRY** will discriminate in its employment practices, provision of services to College's students and the general public or otherwise on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities. The parties agree that sexual harassment constitutes discrimination on the basis of sex.
21. **BIOMEDICAL AND ENVIRONMENTAL/HAZARDOUS WASTE.** **BARRY** shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on,

under or about the Leased Premises, or transport to or from the Leased Premises, any Hazardous Substances (as defined herein) or allow any other person or entity to do so. **BARRY** shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any applicable environmental laws, rules and regulations. **BARRY** shall indemnify, defend and hold the College harmless, including the College's directors, officers, employees, agents, successors and assigns, from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance or Biomedical Waste by **BARRY** on, under, about, to or from the Leased Premises, including without limitation all foreseeable consequential damages and the costs of any necessary repair, cleanup or detoxification of the Leased Premises. The College shall have the right to inspect the Leased Premises and audit **BARRY**' operations thereon to ascertain **BARRY**' compliance with the provisions of this Agreement at any reasonable time, and upon request, and the College shall have the right but not the obligation, to enter upon the Leased Premises and perform any obligation of **BARRY** hereunder of which **BARRY** is in default, including without limitation any remediation necessary due to environmental impact of **BARRY**' operations on the Leased Premises, without waiving or reducing **BARRY**' liability for **BARRY**' default hereunder. At the College's request, **BARRY** shall provide periodic certifications to the College of compliance with the provisions hereof. All terms and provisions of this paragraph shall survive expiration or termination of the Agreement for any reason whatsoever. "**Hazardous Substance**" means any substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any environmental requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause a contamination or nuisance on the Leased Premises or any adjacent property or a hazard to the environment or to the health or safety of persons on the Leased Premises.

22. **RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.
23. **INSPECTION AND ACCESS TO PREMISES.** The College shall have the right to enter the premises at all times (except in the case of an emergency, in which case no prior notice need be given), upon reasonable notice to **BARRY**, to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements, or additions as the College may deem necessary or desirable at the College's expense, except for expenses incurred for such examination, surveying,

repairs, alterations improvements or additions due to the actions of the **BARRY**, its officers, directors, agents, employees, contractors, invitees or licensees.

24. **INDEMNIFICATION.** **BARRY** covenants and agrees to indemnify, defend and hold harmless the College and its students, faculty, employees, staff and invitees from and against any and all loss, claims, liabilities, fines, injury and/or damages to persons or property (including personal and real property of the College), penalties, suits, attorney's fees, including but not limited to fees incurred for service in trial and appellate courts, and expenses by reason of or arising out of any damage or injury to personal property, real property, or to persons caused by or resulting from the acts and omissions of **BARRY** in its use or occupancy of the Health Education Center Campus or the Leased Premises.
25. **CONDEMNATION.** In the event of condemnation, the College may, in its sole discretion, terminate this Agreement as of the date the condemning authority takes title or possession, whichever first occurs. Any award or payment made in connection with a condemnation shall be the property of the College, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, **BARRY** shall be entitled to any separate award made to **BARRY** which does not diminish the College's award, such as for loss of or damage to **BARRY**' trade fixtures and removable personal property and any business damages or moving expenses. In the event that this Agreement is not terminated by reason of such condemnation, the College shall, to the extent of severance damages received by College in connection with such condemnation repair any damage to the Leased Premises caused by such condemnation, except to the extent that **BARRY** has been reimbursed therefore by the condemning authority.
26. **CASUALTY.** If the Leased Premises is destroyed or substantially damaged by fire or other casualty, the College in its sole discretion may either: (i) rebuild the Leased Premises and rent/operating fee shall be abated until the **BARRY** is able to reoccupy the Leased Premises; or (ii) terminate this Agreement. If the College elects to terminate this Agreement as set forth herein, the College will repay the **BARRY** a pro-rata portion of the rent/operating fee paid during the quarter when the Leased Premises was destroyed or substantially damaged based upon the number of days remaining in such quarter.
27. **PUBLIC RECORDS/STUDENT RECORDS.** The provisions of Chapter 119, Florida Statutes; Family Educational Rights and Privacy Act (FERPA); and Section 1002.22, Florida Statutes shall apply to this Lease Agreement.
28. **NOTICES.** All notices given to **BARRY** hereunder shall be forwarded to **BARRY** at the following address, until the College is notified otherwise:

Barry University
Attn: Sue Rosenthal

11300 NE 2nd Ave
Miami Shores, FL 33161

All notices given to the College hereunder shall be forwarded to the College at the following address, until **BARRY** is notified otherwise:

St. Petersburg College
Attn: Eric Carver
P. O. Box 13489
St. Petersburg, FL 33733

29. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. Any changes in the applicable laws, which govern this Agreement, will necessitate a change in Lease terms and conditions, which may be effected thereby, at the time such changes may arise. In the event of any legal or equitable action arising from, growing out of or related to this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida, and the parties specifically waive any other jurisdiction and venue.
30. LOSS; DAMAGE; INJURY; DEFECTS. **BARRY** shall store its property in, and shall occupy the Leased Premises at, its own risk. The College shall not be responsible or liable at any time for damage to **BARRY**' merchandise, equipment, fixtures or other personal property or **BARRY**' business regardless of the cause, unless such damage is due to the College's negligence or wrongful act. The College shall not be responsible or liable to **BARRY** for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to the College's negligence, wrongful act, or failure to comply with this Lease Agreement, the College shall not be liable for any defect in the Health Education Center, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of **BARRY** or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation, use of any of the Leased Premises, Health Education Center, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Downtown Center. Notwithstanding the foregoing, nothing provided herein shall act as a waiver of the College's sovereign immunity beyond that provided in Section 768.28, Florida Statutes.
31. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of this Agreement, the College warrants and covenants that **BARRY** shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.

- 32. SEVERABILITY. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
- 33. WAIVER. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
- 34. COMPLETE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
- 35. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be effective only on delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.
- 36. SURRENDER OBLIGATIONS. **BARRY** shall surrender the Leased Premises to the College at the expiration or sooner termination of this Agreement in good order and condition, broom clean, except for reasonable wear and tear. At its expense, **BARRY** shall remove from the Leased Premises all of its property and the College shall repair, at **BARRY**' sole cost and expense, any damage caused by **BARRY**' removal of its property. Any property of **BARRY** remaining on the Leased Premises after the expiration or sooner termination of the Agreement, may, at the option of the College, be deemed to have been abandoned, and in that case, those items may be retained by the College as the College's property to be disposed of by the College, without accountability to **BARRY** or any other party, in the manner the College determines, at **BARRY**' expense.

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

COLLEGE:
 Witnesses as to the College:
 By: _____
 Name: _____
 Petersburg
 By: _____
 Name: _____

Board of Trustees of St. Petersburg College
 By: _____
 Dr. Tonjua Williams, President
 and Secretary to the Board of Trustees of St.
 College

BARRY:

Witnesses as to the **BARRY:**

By: _____
Name: _____

By: _____
Name: _____


Barry University

By: _____
Name: _____
Its: _____

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: **Lease Agreement between St. Petersburg College and St. Petersburg Collegiate High School North Pinellas – for lease of space at the Tarpon Springs Campus**

Approval is sought to enter into a Lease Agreement between St. Petersburg College (“College”) and the St. Petersburg Collegiate High School North Pinellas (SPCHSNP), a charter school established under the laws of the State of Florida pursuant to the Florida Statutes, §1002.33, for the lease of space at the College’s Tarpon Springs Campus, and on such terms and conditions as are set forth therein.

The salient terms and conditions are set forth below:

- The College will lease to SPCHCNP a portion of the Bilirakis Building (BB) (Building 097) at the Tarpon Springs Campus consisting of approximately 12,008 square feet of exclusive use space for classrooms, labs, offices and storage, as well as common area space including building corridors, commons and restrooms. The proposed Lease Agreement, with Exhibits, is attached.
- The lease period shall commence on July 1, 2019, and remain in place for a period of thirty (30) years (“Term”). Either party may terminate this lease at any time upon giving the other party no less than three hundred sixty (360) days’ notice from the date of termination.
- SPCHSNP shall pay to the College an annual base rent for the Leased Premises based upon a total square footage of approximately 12,008 square feet during the Term (“Base Rent”). The Base Rent for the first year shall be \$18.47 per square foot (12,008 square feet) for an annual total of \$221,787.76. Thereafter, the Base Rent shall escalate on the anniversary date of each year during the Term at a rate of 2% from the immediately preceding year’s Base Rent. The rent shall be paid in quarterly installments beginning September 31st of each year, and thereafter December 31st , March 31st , and June 30th .

- The College will provide networking, phone lines, internet access or technical support to the SPCHSNP for the Leased Premises.

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

Brian P. Miles, Vice President, Administration, Finance & Technology; Diana Wright, Acting Associate Vice President, Facilities Planning and Institutional Services; Rodrigo Davis, Provost, Tarpon Springs Campus; and Starla Metz, Principal, SPCHS, recommend approval.

Attachment

slg0131191

LEASE AGREEMENT

**ST. PETERSBURG COLLEGE
AND
ST. PETERSBURG COLLEGIATE HIGH SCHOOL – NORTH PINELLAS**

THIS LEASE AGREEMENT is entered into this ___ day of February, 2019, and between the Board of Trustees of St. Petersburg College, whose principal address is 6021 142nd Ave. N., Largo, Florida 33760 ("**College**") and The St. Petersburg Collegiate High School North Pinellas (SPCHSNP), a charter school established under the laws of the State of Florida, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, ("**SPCHSNP**").

WITNESSETH:

WHEREAS, SPCHSNP is a charter school established in accordance with Section 1002.33, Florida Statutes with the mission of providing high school level students with the opportunity to simultaneously earn a high school diploma and an associate in arts degree; and

WHEREAS, the College desires to lease to SPCHSNP, and SPCHSNP desires to lease from the College on such terms and conditions as set forth below, a portion of the College's premises located at the St. Petersburg College Tarpon Springs Campus located at 600 Klosterman Road, Tarpon Springs, Florida, 34689 ("**Tarpon Springs Campus**"), as is more fully described in Paragraph 2 below ("**Leased Premises**"); and

NOW THEREFORE, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the parties hereto agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **LEASED PREMISES.** The College hereby leases to SPCHSNP, and SPCHSNP does hereby lease from the College, the following portion of the College's premises located at the Tarpon Springs Campus:

Certain portions of the Michael and Evelyn Bilirakis College of Education Building (BB) consisting of approximately 12,008 square feet of exclusive use space, as delineated and set forth in Exhibit "A", attached hereto and made a part of this Agreement, hereof. Any reference in the Agreement to the term Leased Premises or Premises shall hereafter refer to and mean the property described in this Paragraph 2.
3. **TERM.** The term of this Lease shall be for a period of thirty (30) years commencing July 1, 2019 ("**Term**"). Either party may terminate this Agreement at any time upon giving the other party no less than three hundred sixty (360) days notice from the date of termination set forth in the notice. This Lease Agreement shall automatically

terminate if SPCHSNP's charter is non-renewed or terminated as of the date of notice to SPCHSNP of such non-renewal or termination of the charter. Upon termination of the Lease Agreement as provided herein, SPCHSNP shall pay all outstanding sums due and payable to the College pursuant to this Lease.

4. **BASE RENT.** SPCHSNP shall pay to the College base rent for the Leased Premises for each year during the Term based on the square footage of the space. ("Base Rent").

The Base Rent for the first year shall be \$18.47 per square foot (12,008 square feet) for a total of \$221,787.76. Thereafter, the Base Rent shall escalate on the anniversary date of the Lease Agreement each year at a rate of 2% from the immediately preceding year's Base Rent.

The Base Rent shall be paid in quarterly installments during the year, beginning September 30th and thereafter, December 31st, March 31st, and June 30th.

Any reference in the Agreement to the term Base Rent shall hereafter refer to and mean Base Rent as defined in this Paragraph 4.

5. **MAINTENANCE.** The College shall provide to SPCHSNP for the Leased Premises: (i) utilities, including electrical, heating, ventilation and air conditioning, water, garbage and sewer; (ii) custodial services; (iii) maintenance services, including maintenance of HVAC systems, roof, exterior walls and structural systems; and (iv) other miscellaneous services which include handling and landscaping. Security shall be provided during the normal operating hours of the College.

6. **USE.** The Leased Premises shall be used and occupied by SPCHSNP for educational and administrative purposes, consistent with the SPCHSNP charter, and for no other purposes. All use of the Leased Premises shall be in compliance with all laws. For purposes of this Agreement, "Laws" means all applicable present and future (i) federal, state, and local laws, statutes, ordinances, rules regulations, and codes and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) rules, regulations and orders of quasi official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.

HOURS OF USE. Except as otherwise provided herein to the contrary or agreed to by the College in writing, the Tarpon Springs Campus including the Leased Premises shall be open 6:30 a.m. to 10:00 p.m., Monday through Thursday, 6:30 a.m. to 6:00 p.m. on Friday, and 12:00 p.m. to 6:00 p.m. Saturday. Notwithstanding the foregoing, the College reserves the right, in its sole discretion, to close the Tarpon Springs Campus including the Leased Premises on Saturdays during the Term for a definite or indefinite period of time and will provide SPCHSNP with no less than thirty (30) days written notice of its intent exercise its rights hereunder.

7. ALTERATIONS TO THE PREMISES. SPCHSNP will not, without the College's prior written consent, make any material changes or alterations, additions or improvements in or about the Leased Premises. Such consent may be given in writing by the College's Facilities, Planning and Institutional Services, and shall be subject to the College's building and permitting department in compliance with the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), and the American's with Disability Act (ADA).
8. NO FURTHER ENCUMBRANCES. SPCHSNP shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the College harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, material men and vendors in connection with any work performed upon the Leased Premises by or on behalf of SPCHSNP.
9. DEFAULT. Default by SPCHSNP. "Default" shall be the occurrence of any one or more of the following events which shall permit the College, subject to the cure periods herein stated, to immediately terminate this Lease and take possession of the Leased Premises.
 - a. SPCHSNP's failure to pay any sums payable to the College which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.
 - b. SPCHSNP's abandonment or vacation of the Leased Premises.
 - c. SPCHSNP's voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of the College.
 - d. SPCHSNP's material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by the College to SPCHSNP of such breach.
 - e. The termination or non-renewal of SPCHSNP's Charter
 - f. Use of the Leased Premises by SPCHSNP other than as specified in Paragraph 6 or in non-compliance therewith.
 - g. SPCHSNP's encumbrance of the Leased Premises or the fee, or its allowing the Leased Premises or fee to be encumbered, or any other breach of the provisions in paragraph 9, herein.
11. ASSIGNMENT. SPCHSNP shall not have the right to assign, sublease or otherwise dispose of this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of the College, which consent may be withheld in the sole discretion of the College.

12. **INSURANCE.** SPCHSNP shall maintain and carry general liability insurance throughout the Term for personal injury and/or bodily injury including death, in such amounts as the parties agree to from time to time.
13. **TAXES.** SPCHSNP shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by SPCHSNP. SPCHSNP shall pay all applicable fees and taxes, if any, levied on the Leased Premises or the contents thereof including but not limited to sales taxes, property taxes and storm-water fees, and provide notice to the College of the payment of the same.
14. **FUNDING FOR THE COLLEGE AND SPCHSNP.** The College and SPCHSNP rely upon the State of Florida to provide funding for their respective programs and services. Should legislative appropriations be insufficient for SPCHSNP to pay its obligations hereunder or if the College is unable to continue with the operation of the Tarpon Springs Campus due to lack of funding from the State, the respective party affected by such lack of State funding may terminate this Lease Agreement.
15. **THIRD PARTY CLAUSE.** This Lease Agreement is for the sole benefit of SPCHSNP and the College and not for any third party. SPCHSNP's sponsoring entity, the Pinellas County School Board, shall have no rights, title or interests in or to the Leased Premises. Except as expressly provided in this Agreement, there are no third-party beneficiaries of this Agreement. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.
16. **DISCRIMINATION.** Neither the College nor SPCHSNP will discriminate in its employment practices, provision of services to SPCHSNP or the College or SPCHSNP's students and the general public or otherwise on the basis of race, color, religion, age, sex, marital status, pregnancy, sexual orientation, gender identity, genetic information or national origin nor will either discriminate against any qualified person with a disability. The Parties agree that sexual harassment constitutes discrimination on the basis of sex.
17. **ENVIRONMENTAL/HAZARDOUS WASTE.** Both the College and SPCHSNP shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Leased Premises, or transport to or from the Leased Premises, any Hazardous Substances (as defined herein) or allow any other person or entity to do so. Both parties shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any applicable environmental laws. The College shall have the right to inspect the Leased Premises and audit SPCHSNP's operations thereon to ascertain SPCHSNP's compliance with the provisions of this Lease at any reasonable time, and SPCHSNP shall provide

periodic certifications to the College, upon request, that the College shall have the right but not the obligation, to enter upon the Leased Premises and perform any obligation of SPCHSNP hereunder of which SPCHSNP is in default, including, without limitation, any remediation necessary due to environmental impact of SPCHSNP's operations on the Leased Premises, without waiving or reducing SPCHSNP's liability for SPCHSNP's default hereunder. All terms and provisions of this paragraph shall survive expiration or termination of the Lease for any reason whatsoever. "Hazardous Substance" means any substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any environmental requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause a contamination or nuisance on the Leased Premises or any adjacent property or a hazard to the environment or to the health or safety of persons on the Leased Premises.

18. **RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.
19. **INSPECTION AND ACCESS TO PREMISES.** The College shall have the right to enter the Leased Premises at all times upon reasonable notice to SPCHSNP (except in the case of an emergency, in which case no prior notice need be given), to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements, or additions as the College may deem necessary or desirable at the College's expense, except for expenses incurred for such examination, surveying, repairs, alterations improvements or additions due to the actions of SPCHSNP, its officers, directors, agents, employees, contractors, invitees or licensees.
20. **CONDEMNATION.**
In the event of condemnation of the Leased Premises or any portion thereof or of the Tarpon Springs Campus which affects the Leased Premises, the College, in its sole discretion, may terminate the Lease Agreement as of the date the condemning authority takes title or possession, whichever first occurs. Any award or payment made in connection with a condemnation shall be the property of the College, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, SPCHSNP shall be entitled to any separate award made to SPCHSNP which does not diminish the College's award, such as for loss of or damage to SPCHSNP's trade fixtures and removable personal property and any business damages or moving expenses. In the

event the College does not terminate this Lease Agreement by reason of such condemnation, the College shall, to the extent of severance damages received by College in connection with such condemnation, repair any damage to the Leased Premises caused by such condemnation, except to the extent that SPCHSNP has been reimbursed therefore by the condemning authority.

21. CASUALTY.

(a) If the Leased Premises or any portion thereof is destroyed or substantially damaged by fire or other casualty, the College shall proceed with reasonable diligence to repair and restore the Leased Premises (exclusive of SPCHSNP's trade fixtures, signs, contents and personal property) to substantially the same condition as the Leased Premises was in immediately before the happening of the casualty. However, the College shall not be required to restore any portion of the Tarpon Springs Campus which is not leased to SPCHSNP.

(b) Anything contained in paragraph (a) above to the contrary notwithstanding, the College may terminate this Lease Agreement and shall have no obligation to SPCHSNP to restore the Leased Premises in the event that the Leased Premises or any portion thereof is destroyed or substantially damaged by fire or other casualty, if: (i) the fire or other casualty is caused by the acts, omissions or negligence of SPCHSNP, its officers, directors, employees, agents, contractors, or invitees; (ii) the Leased Premises is damaged in whole or in part as a result of a risk that is not covered by the College's insurance policies; or (iii) the insurance proceeds are inadequate to restore the Leased Premises to substantially the same condition as the Leased Premises was in immediately before the happening of the casualty.

22. PUBLIC RECORDS/STUDENT RECORDS. The provisions of Chapter 119, Florida Statutes; Family Educational Rights and Privacy Act (FERPA); and Section 1002.22, Florida Statutes shall apply to this Lease Agreement.

23. NOTICES. All notices given to SPCHSNP hereunder shall be forwarded to SPCHSNP at the following address, until the College is notified otherwise:

St. Petersburg Collegiate High School
Attn: Starla Metz
St. Petersburg College St. Petersburg/Gibbs Campus
P. O. Box 13489
St. Petersburg, FL 33733

All notices given to the College hereunder shall be forwarded to the College by registered or certified mail, return receipt requested at the following address, until SPCHSNP is notified otherwise:

St. Petersburg, College

Attn: Director of Facilities, Planning & Institutional Services
P. O. Box 13489
St. Petersburg, FL 33733

24. CONSTRUCTION OF LEASE. This Lease Agreement shall be governed by the laws of the State of Florida. Any changes in the applicable laws, which govern this Lease, will necessitate a change in Lease terms and conditions, which may be effected thereby, at the time such changes may arise.
25. LOSS; DAMAGE; INJURY; DEFECTS. SPCHSNP shall store its property in and shall occupy the Leased Premises at its own risk. The College shall not be responsible or liable at any time for damage to SPCHSNP's merchandise, equipment, fixtures or other personal property of SPCHSNP or SPCHSNP's business regardless of the cause, unless such damage is due to the College's negligence or wrongful act. The College shall not be responsible or liable to SPCHSNP for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to the College's negligence, wrongful act, or failure to comply with this Lease Agreement, the College shall not be liable for any defect in the Tarpon Springs Campus, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of SPCHSNP or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation, use of any of the Leased Premises, Tarpon Springs, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Tarpon Springs Campus.
26. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of this Lease Agreement, the College warrants and covenants the SPCHSNP shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.
27. SEVERABILITY. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
28. WAIVER. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

29. COMPLETE AGREEMENT. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
30. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be effective only on delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Lease may be detached from any counterpart of this Lease without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Lease identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF the parties set their hands and seals on the date set forth above.

Board of Trustees
St. Petersburg College

Witnesses as to the College:

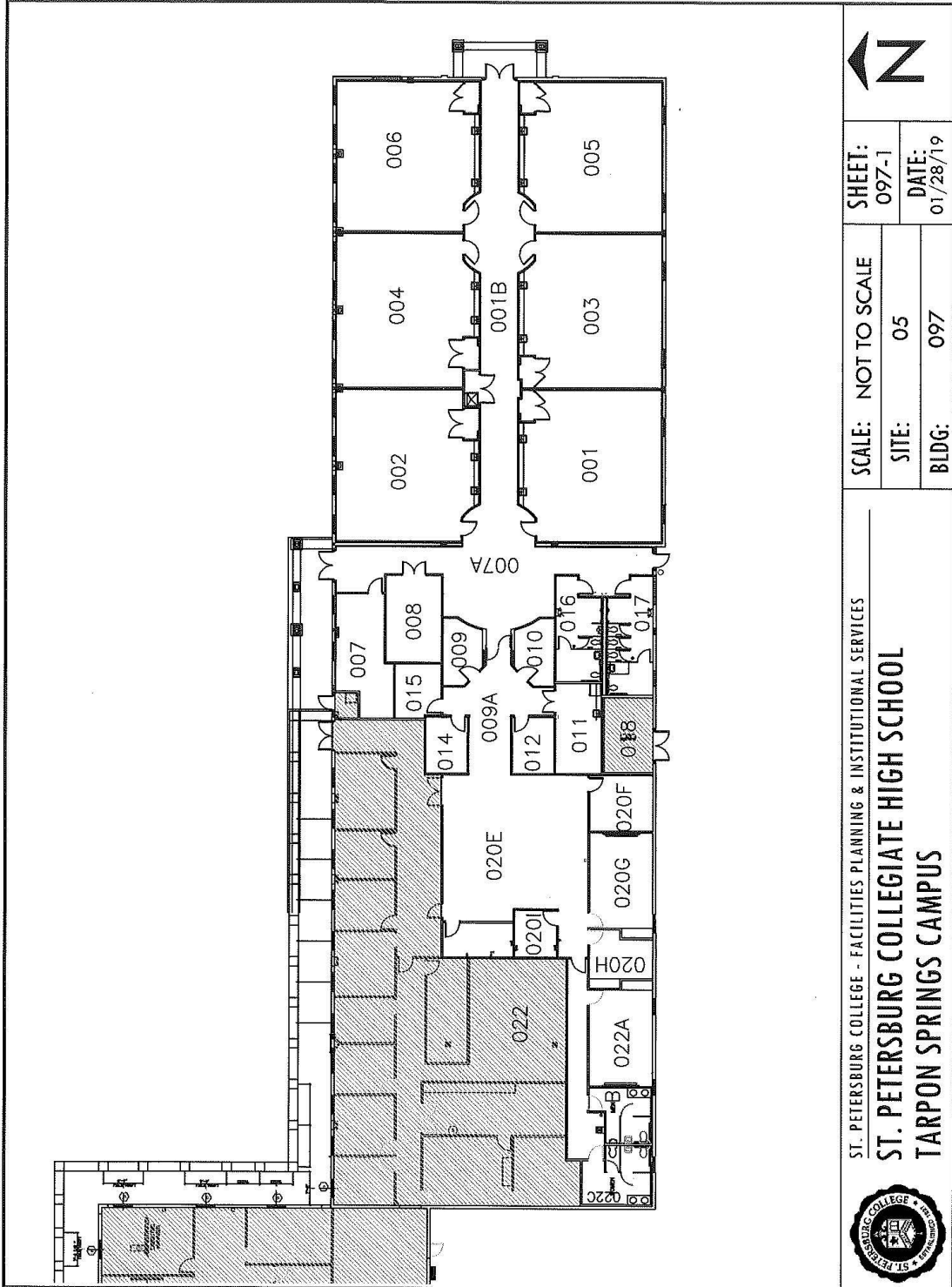
By: _____
Dr. Tonjua Williams, President and
Secretary to the Board of Trustees
of St. Petersburg College

St. Petersburg Collegiate High
School North Pinellas

Witnesses as to the SPCHSNP:

By: _____
Starla R. Metz, Principal,
St. Petersburg Collegiate High School

Exhibit A



ST. PETERSBURG COLLEGE - FACILITIES PLANNING & INSTITUTIONAL SERVICES

**ST. PETERSBURG COLLEGIATE HIGH SCHOOL
TARPON SPRINGS CAMPUS**

SHEET:

097-1

DATE:

01/28/19

SCALE: NOT TO SCALE

SITE: 05

BLDG: 097



Room #	Room Function	Sq. Ft.
1	Classroom	973
2	Classroom	958
3	Classroom	986
4	Classroom	970
5	Classroom	962
6	Classroom	958
007	Reception Desk	274
008	Textbook Room	224
001B	Hallway	956
007A	Hallway	765
009	Office	108
010	Office	108
012	Office	107
014	Office	107
011	Breakroom	189
009A	Hallway	321
020E	Commons	1004
Closet 020E	Storage	111
020I	Office	91
020G	Study Room	294
020H	Office	142
020F	Office	162
022A	Office	283
016	Mens Bathroom	200
017	Womans Bathroom	227
022C	Womans Bathroom	133
022B	Mens Bathroom	172
Hallway	Outside 022A	223
Total		12,008

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President

SUBJECT: Use of College Facilities by the Direct Support Organizations

Approval is requested to allow the use of College facilities by the Direct Support Organizations (St. Petersburg College Foundation, Inc.; The Leepa-Rattner Museum of Art, Inc.; and the Institute for Strategic Policy Solutions, Inc.) for the public purpose consistent with the mission, vision, and values of the College. Time Period: April 1, 2019 through March 31, 2020. Total value of the facilities usage is \$74,128.95.

Listed below is the detail by Direct Support Organization:

Direct Support Organization	Square Footage	Value per Square Foot*	Total Value of Facilities Use	Location
St. Petersburg College Foundation, Inc.	2,493	\$6.99	\$17,426.07	District Office
The Leepa-Rattner Museum of Art, Inc.	7,000	\$6.99	\$48,930.00	Tarpon Springs Campus
Institute for Strategic Policy Solutions, Inc.	1,112	\$6.99	\$7,772.88	Seminole Campus
Total Value	10,605		\$74,128.95	

**Based on the State's Operating Costs for New Facilities (OCNF) Rate as of 12/8/2018*

Brian P. Miles, Vice President, Administration, Finance & Technology; Mike Meigs, Acting Associate Vice President, Business and Financial Services; Diana Wright, Acting Associate Vice President, Facilities Planning and Institutional Services; Theresa McFarland, St. Petersburg College Foundation Inc., Acting Foundation Executive Director; Ann Larsen, Director, The Leepa-Rattner Museum of Art, Inc.; and David Klement, Executive Director, Institute for Strategic Policy Solutions, recommend approval.

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Approval of the Policies and Procedure Manual for St. Petersburg Collegiate High School North Pinellas

Approval is sought for the St. Petersburg Collegiate High School North Pinellas Policies and Procedures Manual as required for the Florida Department of Education Charter Schools Program Grant application.

In anticipation of the opening of the St. Petersburg Collegiate High School North Pinellas (SPCHSNP), at the Tarpon Springs Campus, the school is requesting Board approval of a Policies and Procedures Manual. This Manual will mirror the provisions of St. Petersburg Collegiate High School, St. Petersburg/Gibbs, with the intent of codifying pertinent policies and procedures of St. Petersburg College and Pinellas County Schools, as the Sponsor.

The SPCHSNP Policy and Procedures Manual (“Manual”) shall be comprised of the current Board of Trustees Rules and Procedures, found at <https://webapps.spcollege.edu/botrules/>, as may be amended from time to time, and the Pinellas County Schools’ Bylaws and Policies, [District Bylaws and Policies Manual \(pdf\) \(Updated November 13, 2018\)](#), as may be amended from time to time. The Manual shall also incorporate the SPCHSNP Policy on Admissions and Enrollment, and the SPCHSNP Inventory Control Policy, both attached herein.

Further approval is sought to make any perfunctory edits or updates as necessary, as well as revisions reflecting changes to the Board of Trustees’ Rules and College Procedures, or Pinellas County School’s by-laws and policies.

Anne Cooper, Vice President, Academic Affairs; Catherine Kennedy, Associate Vice President, Academic Affairs & Partnership; and Starla Metz, Principal, SPCHS; recommend approval.

Attachments

St. Petersburg Collegiate High School North Pinellas

Inventory Control Policy

Pinellas County Schools

In order to comply with Bylaws and Policies mandated by Pinellas County Schools and the requirements of the Charter Schools Program Grant, St. Petersburg Collegiate High School North Pinellas (SPCHSNP) will implement the following inventory policies and procedures:

- SPCHSNP will perform a physical inventory of all equipment with an original cost of \$200.00 or more twice yearly.
- All Charter Schools Program purchased property with 600 object codes will be tagged:
 - Property of Pinellas/SPCHSNP
 - Inventory item ID/serial #
 - Purchased with CSP funds
- SPCHSNP will complete the annual Charter School Tangible Property Inventory Report and submit it via email to the Property Records Department and the Charter Schools and Home School Department for Pinellas County Schools. The deadline to submit report is no later than October 30th of each year.
- In addition to the Charter School Tangible Property Inventory Report, SPCHSNP will include an electronic spreadsheet of all inventory items, item description, serial number, item/tag identification number, building number, room number, original cost, acquisition date, condition, disposition date, and funding source.

Board of Trustees Rules and Procedures

SPCHSNP operates within the rules and procedures of St. Petersburg College. The following rules and procedures adopted by the St. Petersburg College Board of Trustees will be implemented at SPCHSNP.

6Hx23-5.13 PROPERTY RECORDS

The Board of Trustees authorizes and directs the President to establish procedures:

- I. To record College property, equipment and other tangible property of a non-consumable nature.
- II. To catalog and inventory property annually, pursuant to College procedures.
- III. To dispose of for value, donate, destroy or abandon any property that is categorized as obsolete, or that is uneconomical or inefficient to continue to use, or which serves no useful function, in accordance with the Florida Statutes.

Additional inventories shall be taken whenever it is deemed appropriate by the President or the Board of Trustees, site provost or site administrator.

The President is authorized to accept gifts to the College on behalf of the Board.

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64(5) & (44), Chapter 274, 1013.28, F.S.

History: Formerly - 6Hx23-5-7.02. Adopted - 7/2/68. Readopted - 12/19/74, 10/25/77. Amended - 12/16/71, 9/25/73, 10/16/75, 10/21/76, 11/30/81, 10/27/82 (effective 12/1/82), 5/24/83, 4/27/89. Filed - 4/27/89. Effective - 7/1/89; 6/20/06. Filed - 6/20/06. Effective - 6/20/06; 1/19/10. Filed - 1/19/10. Effective - 1/19/10; 5/18/10. Filed - 5/18/10. Effective - 5/18/10; 6/19/12. Filed - 6/19/12. Proposed Date To Become Effective - 6/19/12.

P6Hx23-5.13 PROCEDURE: PROPERTY RECORDS

- I. All College equipment and other tangible property of a non-consumable nature with an acquisition value of \$1,000.00 or greater shall be inventoried annually, and all discrepancies shall be traced and reconciled.
- II. Additional inventories shall be taken whenever it is deemed appropriate by the President or the Board of Trustees, site provost or site administrator.
- III. Unless otherwise directed, the immediate budget supervisor shall be assigned custodianship of equipment and other tangible property of a non-consumable nature exceeding \$1,000.00. The associate vice president of Facilities Planning & Institutional Services or provost of each site shall be the custodian of general classroom property not specifically assigned to another custodian.
- IV. The President shall appoint a Property Survey Committee. The Property Survey Committee shall have the authority to classify as surplus any College property which is obsolete or the continued use of is uneconomical, inefficient, or serves no useful function. Throughout the year, an office of Facilities Planning and Institutional Services will provide a listing of College property to the Survey Committee for review and permission to classify as surplus property. A specific survey number shall be assigned to each memo as a means to record the Survey Committee's approval in the property records when an item is disposed of.
- V. Facilities Planning and Institutional Services shall, upon authorization of the Survey Committee and the reasonable exercise of its discretion, dispose of for value, donate, destroy or abandon surplus property in accordance with the applicable provisions of Florida Statute 274.06.

- A. Surplus property and equipment purchased from restricted funds require additional approval before being disposed of by any manner. Facilities Planning and Institutional Services assigned control of surplus property will request permission to dispose of an item from the department director or principle agent assigned to oversee spending of the restricted cost center. Upon approval, items from a restricted fund will follow the same disposal procedure as other College owned property.
 - B. Surplus property and equipment with an estimated per item value less than \$5,000.00, may be disposed of in the most efficient and cost-effective means. Methods of disposal include: the sale of an item to any person or business; the sale of an item without bids to any State agency, Governmental unit or Political subdivision; or by donation to any private nonprofit agency, State agency, Governmental unit or Political subdivision. Items with little or no commercial value, damaged, broken, unsafe or for which no other entity has conveyed an interest in may be scrapped.
 - C. Sale of surplus property and equipment with an estimate per item value of \$5,000.00 or greater shall be sold only to the highest bidder, or by public auction after notice is posted in a newspaper circulated in the general area of the county or district in which the College resides. Notice shall be posted no more than 2 weeks prior, or 1 week less than the auction will take place. For items related to a program or specialty (i.e Dental, Veterinary, Engineering, SEPSI etc.), additional notices may be posted in other publications specific to that industry.
- VI. Facilities Planning and Institutional Services shall ensure, whenever surplus property is disposed of for value, that the custodian of the specific property when it is declared surplus shall be prohibited from obtaining such property by participating in the disposal method used. Additionally, in keeping with the spirit of the Florida Code of Ethics for Public Officers and Employees, Facilities Planning and Institutional Services shall ensure that a College employee cannot obtain surplus property the value of which exceeds \$1,000.00.
- VII. Facilities Planning and Institutional Services shall present a report of all tangible personal property with an individual acquisition value of \$1,000.00 or greater, previously declared surplus and/or disposed to the St. Petersburg College Board of Trustees at least twice in a calendar year. Annually, the Asset Management department will present items retired from the system through other lawful reasons such as stolen, missing, traded-in, returned to a grantor, etc.
- VIII. At least annually the libraries shall prepare a list of surplus books and other materials which are determined to be obsolete, or which are uneconomical or inefficient to continue to use, or which serve no useful function. The list shall be submitted to the President and upon his approval, the surplus books and other materials shall be disposed of in accordance with College procedures.
- IX. Accountable equipment is defined as all tangible personal property of a non-consumable nature having a normal life expectancy of one (1) year or more and having an acquisition value \$1,000.00 or greater.

Non-accountable equipment is equipment which costs less than \$1,000.00 and is considered "minor" equipment.

The College is not required to affix a property records number on "minor equipment". However, minor equipment with a value between \$500.00 and \$999.99 should be marked in some way to identify it as property of the College. There are several ways to accomplish this. (tags, etching, branding)

Equipment which costs \$1,000.00 or more must be tagged with a property records number as soon as possible after delivery.

Some equipment such as personal computers, projectors, televisions, cameras and electronic equipment needs to be "branded" as soon as the site receiving staff determines the equipment received is what was ordered and is working properly.

- X. For accountable equipment delivered to a site, the procedure to follow is:
- A. The equipment is received by an official of the College at the prescribed site. (This is shown on the purchase order.)
 - B. The receiving official makes a visual inspection of the equipment to determine if:
 - 1. The equipment appears to be correct
 - 2. The quantity is correct
 - 3. There is not any apparent damage
 - C. If there is visual damage, the damage must be noted on the receiving request of the delivery company and purchasing notified.
 - D. If there is no visual damage, then a property records number is assigned and affixed to the equipment by Site Receiving staff.
 - E. The equipment is delivered to the requesting person or department, with a notification request that the equipment must be "checked-out" as soon as possible to ascertain that it functions properly.
 - F. If the equipment does not function properly, purchasing must be notified immediately, by the ordering department.
 - G. If it is determined that the equipment must be returned to the vendor or manufacturer, the property records tag is removed by Site Receiving, and the tag, along with support documentation, is returned to the Asset Management Department.

For accountable equipment directly delivered and installed or assembled by a vendor on-site, the procedure is:

- A. Once the requesting person is satisfied with the equipment's functions, Site Receiving is notified, and a property records number is assigned and affixed. This must take place within 60 days of delivery to the requesting person.
- B. It is the ordering department's responsibility to follow-up with their campus Site Receiving department to make certain all accountable equipment receives a property records number within the 60-day period.

XI. Property Accountability, General

- A. As accountable equipment is received by site receiving, the property record number is affixed and noted on the New Accountable Equipment form (NAE) along with the serial number. The equipment is subsequently delivered to the department and the asset custodian acknowledges receipt and accountability by signing the NAE. After delivery to the department, the asset custodian is to maintain precautions to safeguard the property. The signed NAE is sent to Asset Management for entry into the property records. When there is a change of custodian, the provost or budget supervisor responsible for the division/department may request the Inventory Control Office scan and account for all assets in the exiting custodian name before he/she is transferred to another department or leaves the College. The vice president, provost or budget supervisor responsible for a division/department may also request that a physical inventory be conducted at times other than the annual inventory by scheduling same with the Inventory Control Office.
- B. Responsibility of the Asset Custodians
 - 1. It is the responsibility of the asset custodian to maintain precautions to safeguard property under their control.
 - 2. It is the responsibility of the asset custodian to periodically run a Property Inventory Listing from PeopleSoft to ensure all property assigned to them has been correctly recorded in the Asset Management System. The Asset Management department should be notified as soon as possible via email of any errors noted.
 - 3. It is the responsibility of the asset custodian to notify Asset Management when a property records number decal is removed so a duplicate can be printed and sent to Site Receiving to reapply.
 - 4. It is the responsibility of the asset custodian to notify Asset Management when property is transferred between buildings, among departments/divisions or to another custodian on a permanent basis. A Move Request/Change of Custodianship form or email including all parties involved must be sent to Asset

Management when there is a change in location and/or a transfer of responsibility from one asset custodian to another. In the event of a change in custodial responsibilities, both asset custodians must sign the paper form or approve the electronic communication. Final approvals will be sent to the Asset Management Department for their records.

5. For items missing from inventory, the asset custodian shall determine why the property is missing. If theft is suspected, the asset custodian is to immediately notify the appropriate police department and site security to conduct an investigation. For theft, a detailed Accident-Incident Report should be prepared by College personnel to substantiate the request for relief from property accountability. The police report and incident report must be attached to the Relief of Property Accountability form and sent to the appropriate provost/vice president for approval. Once signed by the provost/vice president, all documentation will be sent to Asset Management for review. If the documentation provided meets all established guidelines the asset will be retired from the property records.
 6. It is the responsibility of the asset custodian to locate all items not found by Inventory Control during the annual inventory.
 7. Accountable equipment not located during regular inventory procedures cannot be removed/retired from the property records until it's been unreconciled for three consecutive inventories. The asset custodian must provide documentation that an effort was made to locate the item during all inventories from which it was unaccounted. This documentation should include e-mails, memos between departments and/or hand written notes stating who looked for the item and where. On June 30th all asset custodians will print and sign their final missing inventory list for the current fiscal year. The signed original and back up documents collected during the current inventory period will be sent to Asset Management.
 8. Asset Management will review previously unreconciled assets to determine eligibility for write-off during a fiscal year. Items that meet the criteria will be taken to the Property Survey Committee by Asset Management for permission to remove them from inventory.
- C. Responsibility of the Asset Management Office:
1. To coordinate the identification (by tagging or other marking) by site receiving of accountable equipment obtained by the College.
 2. To maintain records showing the location of each piece of equipment and the department to which it is assigned for accountability purposes.

3. To coordinate paperwork to account for all stolen, lost, destroyed, damaged, obsolete, unserviceable, or surplus items.
4. To work with College personnel to solve property problems.
5. To maintain and reconcile the detailed property records and the general ledger control account.

D. Responsibility of Facilities Planning and Institutional Services:

1. Conduct the annual inventory of all accountable equipment, or for individual departments as requested. Notify the associate vice president of Financial and Business Services before the end of the fiscal year of any items not located, for which relief of accountability has not been requested.
2. To dispose of property which has become unserviceable, obsolete, or surplus to the College by appropriate means. Prior to disposition, after completion of the Relief of Property Accountability form (RPA), obtain all required approvals, advertisements, bids, or any other requirements required by state law, or federal regulations for assets purchased with federal funds.
3. To provide for auctions or bids of any surplus property should the need arise.
4. To maintain detailed bar code inventory records.

XII. Property Accountability - Temporary Transfers of Accountable Property

When accountable property is transferred between buildings or among departments on a temporary basis, notification is required when Facilities Planning and Institutional Services personnel are to be used, in which case, requesting department submits Move Request/Change of Custodianship form to the Asset Management Office.

XIII. Property Accountability - Property Constructed by College Personnel

Facilities Planning and Institutional Services will notify the Asset Management Office of property constructed, the valuation of which will be actual material costs or fair market value, whichever is higher. The Asset Management Office will enter this property in the inventory and prepare and send to accounting the necessary paperwork to include the value in the College records.

XIV. Property Accountability - Personal Property

Permission for an individual to install personal property (equipment) or use personal property requiring special utilities or alterations to a building can be sought as follows:

- A. The individual prepares a memorandum in triplicate requesting permission from the appropriate budget supervisor.
- B. If the budget supervisor approves the request, the memorandum is forwarded to the provost/vice president for approval.
- C. If the provost/vice president approves the request, one copy of the approved memorandum will be returned to the individual initiating the request, and one copy retained for department files.

XV. Property Accountability - Relief from Property that is: Damaged, Destroyed, Obsolete, Unserviceable, Cannibalized or No Longer Needed

- A. For accountability equipment or property that has become damaged, destroyed, obsolete, unserviceable, or is no longer needed, the asset custodian is to prepare a Request for Relief from Property Accountability form. The date the equipment is to be moved surplus needs to be indicated on this form. This form is to be sent to the Asset Management Office. Asset Management will review for signatures/content and forward to Moving & Warehouse Services to schedule pick-up.
- B. Accountable equipment which is broken, obsolete or the continued use of is uneconomical, inefficient, or serves no useful function may be used for spare parts to maintain similar equipment owned by the College. Before said items can be cannibalized, a Relief of Property Accountability (RPA) form, a narrative of the intended use of the parts and a complete list of serial numbers must be submitted. Facilities Planning and Institutional Services will forward the request to the Property Survey Committee for consent. Once approved, the RPA, corresponding narrative and Property Survey Committee's approval will be forwarded to Asset Management to retire the asset(s) from the system and, to the requesting department as permission to proceed. A subsequent Relief of Property Accountability form will be issued by the requesting department to have the remaining pieces of the cannibalized asset sent to the surplus warehouse for proper disposal.

XVII. Property Accountability - Donations

Donations to the College are categorized as follows:

- Category 1: Includes items of personal property having no unusual liability and no maintenance cost.
- Category 2: Includes items of personal property having either unusual liability or maintenance cost with the annual cost of maintenance not exceeding \$500.

Category 3: Includes items of personal property with liability or unusual maintenance cost with cost of maintenance exceeding \$500 annually.

Category 4: Includes all real property (land or buildings).

From time to time members of the College staff will be contacted by an individual or organization that wishes to donate property to the College. When this occurs, the College employee shall refer the matter to the leading member of the department to benefit from the donation. The department head will determine the exact nature of the donation and present a completed Gift Acceptance form to the Sr. Vice President of the division under which the department reports; the Sr. Vice President will present the request to the appropriate Strategic Issue Council Committee for consideration. If approved, the President will accept the gift in the name of the College on behalf of the Board of Trustees, and will write a letter of thanks to the donor.

Gifts of tangible personal property valued at \$1,000.00 or greater are required to be tagged by the Asset Management department and placed in the inventory. The originating department is charged with supplying Asset Management with a copy of the Gift Acceptance form.

History: Amended - 5/24/83, 5/7/85, 7/28/87, 11/14/89. Effective - 11/21/89; 12/15/92. Filed - 12/15/92. Effective - 12/15/92; 4/20/93. Filed - 4/20/93. Effective - 4/20/93; 4/18/95. Filed - 4/18/95. Effective - 4/18/95; 9/26/95. Filed - 9/26/95. Effective - Session I, 1995-96; 3/18/97. Filed - 3/18/97. Effective - 3/31/97; 1/19/10. Filed-1/19/10. Effective- 1/19/10; 5/24/10. Filed – 5/24/10. Effective – 5/24/10; 6/19/12. Filed – 6/19/12. Effective – 6/19/12; 6/24/13. Filed – 6/24/13. Effective – 6/24/13.

P6Hx23-5.130 PROCEDURE: RECEIVING OF ACCOUNTABLE EQUIPMENT

Purchasing will generate purchase orders (7 copies).

The distribution will be:

Vendor, Accounts Payable, Property Records, Ordering Department, and Site Receiving (Purchasing retains two copies). Copies of all purchase orders, which have been pre-approved by Technology, will be sent to Data Systems/Technology.

Property Records will generate receiving reports (4 copies).

The distribution will be:

Site receiving (original and three copies).

1. When equipment is received and checked for damage, if everything is in order, the receiving report will be signed and the original sent to Accounts Payable for payment of the vendor.
2. Two duplicate signed copies are sent to Property Records to alert that equipment has been received.
3. One copy is to be retained for Site Receiving's records.

RESPONSIBILITIES:

Accounts Payable: To pay vendor once invoice and receiving report is received.

Site Receiving: To fully inspect equipment for damage and to immediately forward receiving reports as outlined.

Property Records:

1. To obtain signature of Budget Supervisor acknowledging receipt and assuming responsibility.
2. To assign property records number to equipment and affix number to equipment and note number on purchase order copy.
3. To update and maintain College's property records system.

(The intent of this change in procedure is to pay vendors in a timely fashion and eliminate discussions regarding delivery and payment.)

History: Adopted - 6/27/95. Filed - 6/27/95. Effective - 6/27/95.

P6Hx23-5.132 PROCEDURE: LENDING AND RENTAL OF COLLEGE PROPERTY

Purpose:

To establish a procedure for the lending and rental of personal (vs. real) property owned by the college.

Procedure:

- I. College property may be loaned to other state agencies or political subdivisions as well as public schools, private schools, or colleges, with the approval of the president. The lending of college property to individuals or other organizations is not permitted.
- II. The rental of college property to individuals and organizations is permissible but must be by written agreement in accordance with the written policy of the Board. The processing of all such rental agreements must follow P6Hx23-5.903 Procedure: Contract Administration.

- III. College equipment may be used off campus by employees for a college related activity. Form PR 415, Request for Temporary Removal of Equipment from the College, must be completed and approved by the site administrator or a member of president's cabinet before equipment may be used off campus.
- IV. Designated college equipment may be used off campus by college students for college related educational purposes. Form PR 415, Request for Temporary Removal of Equipment from the College, must be completed and approved by the site administrator or designee before equipment may be used off-campus by a student. The student will be personally responsible for the equipment should it be lost, stolen, or damaged.

History: Adopted - 10/2/84. Amended - 5/21/85, 2/7/89. Effective - 2/14/89.

St. Petersburg Collegiate High School North Pinellas

Enrollment/Admissions Policy

Informing Stakeholders

- SPCHSNP will maintain a website to provide key information to prospective parents and students about the school, admission requirements, and the enrollment process.
- SPCHSNP will recruit throughout all segments of Pinellas County. These recruitment activities will include direct mailings, public advertisements utilizing local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.
- In late November of each year, SPCHSNP will send a letter informing students and parents about the school and inviting them to an SPCHSNP Information Session. SPCHSNP will send the letter to all students who attend a Pinellas County District school who have an unweighted grade point average (GPA) of 3.0 or higher and who are enrolled in or have already passed the courses necessary for enrollment including End of Course Exam(s).
- In early January of each year, SPCHSNP will send mailers reminding the students and parents to attend an SPCHSNP Information Session.
- SPCHSNP administrators will visit schools throughout the county and attend information fairs at private and public schools as well as the Pinellas County Schools District Fair.
- In order to achieve a racial/ethnic balance reflective of Pinellas County, SPCHSNP will have brochures and literature for prospective students that feature and appeal to students of diverse backgrounds.

Information Meetings

- During the month of January, SPCHSNP will hold information meetings throughout Pinellas County on St. Petersburg College campuses to provide information to students and parents about the school, the admission requirements and the admission/enrollment process.
- Students/parents must attend a SPCHSNP information meeting to receive an application for the school. Parents must fill out a “Blue Card” at the information meeting and return it to a SPCHSNP staff member as proof of their attendance.

Application Review

- The application period will have established beginning and ending dates. The beginning date will be in early January and the ending date will be in early February. SPCHSNP will make the specific beginning and ending dates of the application period public and will publish these dates on the SPCHSNP website, and share the dates during the information meetings. Parents must return completed applications to the school by the deadline and all applications are reviewed by SPCHSNP to verify attendance at an information meeting. Applications received after the deadline will not be put into the lottery.
- After the application deadline, SPCHSNP will review every application to ensure that each student meets all entrance criteria.

- If a student does not meet the entrance requirements, SPCHSNP staff will contact the student's parents to discuss the issue and the student will not be included in the lottery.
- The SPCHSNP Data Management Technician (DMT) and administration will determine the number of openings at each grade level.

Conducting the Computerized Random Lottery

- SPCHSNP may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Enrollment preferences at SPCHSNP include a preference for siblings of enrolled students, children of employees of SPCHSNP and children of founding governing board members; children of other employees of St. Petersburg College will not be entitled to such preference.
- Students who qualify for a sibling or employee preference will be exempt from the random computerized lottery process.
- SPCHSNP will complete an Excel spreadsheet of eligible students for the lottery if the number of applicants exceeds the capacity of SPCHSNP. All applicants shall have an equal chance of being admitted through a random computerized lottery process.
- SPCHSNP will use Excel to randomly assign each student on the list a number between 0 and 1. Once each student has a number, the program sorts the list from highest to lowest to establish an order of acceptance and a waiting list if there are more applicants than openings.
- SPCHSNP will inform parents that they may observe the lottery process if they wish.
- SPCHSNP will record the computerized random lottery process using screen capture software.
- After the lottery is conducted, SPCHSNP will place remaining students on the waitlist based on the random list generated by the lottery process.
- SPCHSNP will retain all enrollment applications for seven years from the start of the Charter Schools Program Grant period.

Contacting Parents and Enrolling Students

- SPCHSNP will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. SPCHSNP will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. SPCHSNP may not request prior to enrollment, through the application or otherwise, whether the student is a student with a disability, or for IEPs, accommodation plans or any other documents relating to the student's status as a student with a disability.
- Students that are selected to enroll in SPCHSNP via the computerized random lottery are contacted via phone by administrators to inform them of the lottery results.
 - SPCHSNP sends these students an Invitation Letter to their home address which requires the parents and students to inform SPCHSNP of their acceptance of the invitation to attend SPCHSNP.
- SPCHSNP will send letters to students that were placed on the waiting list via the lottery. If parents/students want to know their exact position on the waitlist, they can contact SPCHSNP and the school will inform the parent/student of their exact place on the waitlist.

- SPCHSNP will invite students from the waitlist throughout the summer as space becomes available.
- SPCHSNP does not enroll new students after the first day of school.
- Enrollment in SPCHSNP is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
- SPCHSNP shall be non-sectarian in its programs, admission policies, employment practices and operations. SPCHSNP will meet all applicable state and local health, safety, and civil rights requirements.
- SPCHSNP shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the Pinellas County School District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).
- A student may withdraw from SPCHSNP at any time and enroll in another public school, as determined by Pinellas County School's policy. SPCHSNP shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize the impact on the student's grades and academic achievement.

St. Petersburg Collegiate High School North Pinellas

Internal Controls Policy

Accounts

- St. Petersburg Collegiate High School (SPCHS) and St. Petersburg Collegiate High School North Pinellas (SPCHSNP) accounts are established in a separate fund within the St. Petersburg College (SPC) accounting system (Fund 24) by the “grant accountant” assigned for SPCHS/SPCHSNP. Within this fund, separate cost centers have been established that relate to specific areas of operation, i.e. the general operating account is 24-24607301-03000 for SPCHS located on the SPC St. Petersburg/Gibbs Campus and 24-24607215-05000 for SPCHSNP at the SPC Tarpon Springs Campus.
- Cost centers have been established for capital outlay funding, A+ School Recognition Funds, yearbook funds, graduation fees, National Honor Society fees and contributions. Cost center numbers assigned to the high school are unique. All revenue and expense transactions relating to SPCHS and SPCHSNP are coded with these numbers. It is the responsibility of the grant accountant assigned to SPCHS/SPCHSNP to monitor all financial transactions and ensure that the high school is in compliance with the contract.

Revenues/Receivables

- During fiscal year 2012, St. Petersburg Collegiate High School received notification that it meets the criteria for high-performing charter school status pursuant to s. 1002.331, F.S.
- Total operating funding for the Collegiate High School is calculated under FEFP by the State of Florida. The revenue is calculated as an annual figure and from this amount, Pinellas County School District retains a 2% administrative cost. The net amount is divided into twelve equal monthly payments.
- The results of a full-time equivalent (FTE) student survey, conducted in October and February, are used to adjust the amount of funds distributed monthly.
- The SPCHS staff assistant prepares a monthly invoice, detailing the annual allocation, payment-to-date and balance due, which is based on the monthly amount forecast by the revenue estimate report provided by Pinellas County Schools. This invoice is signed by the principal.
- The invoice is sent to the attention of the senior coordinator for charter schools, at Pinellas County Schools. Each month SPCHS receives a check from the district for that month’s share of the annual FTE funds.
- The SPCHS staff assistant prepares a Mail Money Log (college form) detailing exactly where the funds are to be deposited and takes the check together with the mail money log to the cashier at the SPC Campus Business Office.
- These funds are entered into the Cash Net system by the cashier. The system generates a receipt, detailing cost center, date, amount, etc. This receipt is kept at SPCHS and a duplicate receipt, together with a copy of the mail money log, is sent to the grant accountant for the grant file. An interface runs overnight and then a process is run daily by which the deposits are brought over into the PeopleSoft Financial system general ledger by the Accounting Support Specialist, a member of the Business Services staff.

- The mail money logs for all cash receipts are reviewed by the grant accountant, who is responsible for checking the accuracy and correctness of each deposit made into each cost center. The grant accountant is responsible for creating a budget amendment based off the mail money log in order to increase the budget for miscellaneous cash (with the exception of operating funds) receipts such as Yearbook, NHS, graduation and capital outlay. This procedure is followed for all deposits.

Billing Procedures

- A monthly invoice is prepared by the SPCHS staff assistant. The invoice is signed by the principal. The monthly invoice is based on the monthly amount forecast by the revenue estimate generated by Pinellas County Schools.
- The invoice is sent to the Senior Coordinator for Charter Schools for Pinellas County Schools.

Payroll

- All of the SPCHS staff are employees of St. Petersburg College. All college hiring and payroll procedures are adhered to. All rules and procedures can be found on the college website under Board of Trustees Rules and Procedures, and Human Resources (HR) and Payroll webpage. All full-time faculty have to sign a payroll contract which is based on the fiscal year 7/1 – 6/30.
- Hiring of new employees occurs when either a new position is created or an existing position becomes vacant. Once the position has been approved by the SPC Vice President, the process for posting the position to the College's employment website begins. The SPCHS principal electronically submits an e-PAAR (Personnel Action Authorization Request) form to HR. This form is initiated by the hiring Budget Supervisor of the department; the SPCHS or SPCHSNP principal.
- Adding employees to the PeopleSoft Human Resources/Payroll System is done by the HR department. HR reviews and updates pertinent demographic and job specific information in PeopleSoft Position Data so that current/correct information is reflected in the employee's job data. A job data record in PeopleSoft is then established for the employee. After input, an HR team member audits the job data record for accuracy. All input is done by HR personnel; payroll staff has no access to these areas of PeopleSoft.
- Faculty, Career Service, and OPS Employees are paid on a biweekly basis, with the payroll period beginning on Saturday. Administrative/Professional employees are paid on a semi-monthly basis, on the 15th and last day of each month. If the pay date falls on a holiday or weekend, the check date is moved up to the first business day prior to the scheduled pay date.
- Hourly Career Service employees are required to enter their hours into the web time system to document the hours worked, leave used, and compensatory time, or overtime hours earned. Hourly OPS employees are required to enter their hours into the web time system to document the hours worked. Web time is submitted to the supervisor (principal) for approval. Faculty and Administrative/Professional employees are not required to complete time sheets to document hours worked, but are required to request their leave via the appropriate Leave Request/Approval form or enter their leave time in the SPC web time system.

- Payroll Department reviews system-calculated pay and the various deductions. They make adjustments to pay/hours based upon adjustment forms received from departments and input additional payment types as requested. After edit checks, Payroll Department runs a process to create the general ledger file. Once processing is completed, files are generated to a location for which Payroll staff has no access. This file is brought into the PeopleSoft Finance system by the Senior Accountant or designated backup.
- The grant accountant reviews the payroll information at the end of each month, as part of the monthly reporting process. Since this review occurs after the fact, any corrections are made by journal entry with sufficient audit backup attached.

Operating Expenses & Travel

- St. Petersburg College has established a segregation of duties between the Purchasing department, the Accounts Payable department and the General Accounting department. All purchases and travel adhere to the rules and procedures of St. Petersburg College which can be found on the College's website under the Board of Trustees Rules and Procedures.
- To initiate a purchase, the department creates an electronic requisition. This document details the item(s) to be purchased, the cost per item and a total cost, a vendor (with contact information), cost center to which the purchase should be expensed, and other required information. This is usually entered into in the PeopleSoft system by the staff assistant. The completed requisition is approved (authorized) by the Budget Supervisor, i.e. the Principal or her alternate. The requisition is then sent for Purchasing to insert the grant accountant for approval and to ensure the purchase is in compliance with the contract. The grant accountant checks the available budget approves or denies the requisition. Once the grant accountant approves the requisition, the requisition is returned electronically to Purchasing to process.
- From this process, a Purchase Order is created. The Purchase Order (PO) is dispatched to the vendor with a copy to the high school principal and the grant accountant. When the items are received or service is delivered, the staff assistant at the high school prepares a receiving report. This information is entered into the financial system by the SPC campus site receiving. The invoice is sent directly to the Accounts Payable (AP) department for payment. AP will not pay the invoice without a receiver in the system. AP vouchers the invoice and sets up the payment. A file is created which is accessed by the Business Services Accounting Support Tech to print out the payment checks. The Accounting Support Tech prints the checks and distributes them by mail or inter-office mail to the various vendors together with a copy of the backup.
- The grant accountant, on a monthly basis, checks all open PO's and all expense transactions for accuracy. In the event of an error, a correction is made by journal entry.
- For travel out-of-district, the SPCHS/SPCHSNP staff assistant or traveler prepares a Travel Authorization Request (TAR) in advance of the proposed travel. This form details all information about the travel including destination, purpose, duration of stay and all anticipated expenses. The TAR form is approved by the Budget Supervisor (the principal or if TAR request is for the principal the SPC AVP of Accelerated Programs) and is forwarded to the travel desk in Accounts Payable. The travel specialist coordinates with the Grant Accountant for review and approval. After review and approval, the TAR is returned to the travel desk for processing, review and assignment of a TAR number.

- After travel has been completed, the traveler prepares a Travel Reimbursement Voucher (TRV) to which all receipts and documentation are attached. This TRV is signed by the traveler and the Budget Supervisor (the principal or the SPC AVP of Accelerated Programs). The approved form is sent to the Grant Accountant for review and approval. After review and signature, the TRV form is sent to the Travel Desk for payment. The Travel Specialist ensures that all documentation has been sent and authorizes the TRV for reimbursement to the traveler. Travel checks are printed by the Senior Accounting Tech and forwarded, usually via inter-office mail, to the traveler.
- For in-district mileage, only a TRV is needed. Documentation (usually a MapQuest/Google Map printout), substantiating the mileage claimed for reimbursement must be attached and all authorizations must be obtained prior to payment.

Monthly Reports

- It is the grant accountant's responsibility to prepare a monthly financial report that consists of a balance sheet and cumulative P&L statement. This report must be delivered to the Pinellas County School Board (Financial Office) no later than the 15th day of the following month.
- The financial report is a cumulative report and the last report of the fiscal year constitutes the annual report. The report utilizes the standard state codification of accounts as contained in the publication, Financial and Program Cost Accounting and Reporting for Florida Schools. The report is based on information taken from the college accounting system and has been set up to ensure that college accounts translate into corresponding school district accounts.

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

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

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

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

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

The listing is by Purchase Order Number:

1. **P.O. #106380 – Hillsborough Community College** – This is in the amount of **\$46,673.56** for funding allocation for 2018-2019 for College Reach-Out Program expenses. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." **Recommended** by Misty Kemp, Executive Director, Student Retention Services and approved by Jamelle Conner, Vice President of Student Affairs.
2. **P.O. #106381 – State College of FL Manatee-Sarasota** – This is in the amount of **\$46,673.56** for funding allocation for 2018-2019 for College Reach-Out Program expenses. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." **Recommended** by Misty Kemp, Executive Director, Student Retention Services and approved by Jamelle Conner, Vice President of Student Affairs.
3. **P.O. #106383 – University of South Florida** – This is in the amount of **\$43,975.71** for funding allocation for 2018-2019 for College Reach-Out Program expenses. **This is**

grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services...” **Recommended** by Misty Kemp, Executive Director, Student Retention Services and approved by Jamelle Conner, Vice President of Student Affairs

4. **P.O. #106419 – Bound Tree Medical LLC** – This is in the amount of **\$73,105.19** for educational supplies. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption D: “Contract pricing...” **Recommended** by Eric Carver, Provost, HEC and approved by Brian Miles, Vice President of Administration, Finance & Technology.

Change Orders listed in numeric order:

1. **P.O. #104870.3 – Delibanquetes Sa De Cv** – This change order is in the amount of **\$1,000.00** increase (new total is \$75,295.00). For food service during the El Salvador training project. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption E: “Food...” **Recommended** by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Vice President of Instruction and Academic Programs.

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

NA

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

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

The following are exceptions to competitive solicitations:

- A. Purchases under Sections 946.515 (PRIDE) and 946.519 (The State Department of Corrections), Florida Statutes.
- B. Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audiovisual materials, and computer-based instructional software.

C. Library books, reference books, periodicals, and other library materials and supplies.

D. Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or non-profit buying cooperatives.

E. Food.

F. Services or commodities available only from a single or sole source.

G. Professional services, including, but not limited to artistic services, instructional services, health services, environmental matters, attorneys, legal services, auditors, and management consultants, architects, engineers, and land surveyors. Services of architects, engineers, and land surveyors shall be selected and negotiated according to Section 287.055, Florida Statutes. For the purposes of this paragraph, "professional services" shall include services in connection with environmental matters, including, but not limited to the removal of asbestos, biological waste, and other hazardous material.

H. Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange, and use information in various forms of voice, video and data and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

I. Single Source procurements for purposes of economy or efficiency in standardization of materials or equipment.


J. Emergency purchases not in excess of the Category Two threshold [\$35,000] as specified in Section 287.017, Florida Statutes as provided for in P6Hx23-5.123.

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

This Quarterly Informational Report was compiled by Thomas Russell, Director of Procurement, Asset Management and Auxiliary Services.

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Dr. Tonjua Williams, President 
SUBJECT: Quarterly Report of Dell Financial Agreements

Section B: Major Technology Contracts

Agreements with Dell Financial Services, LLC to lease software and an additional 1000 display units for Phase I of the VDI network infrastructure; 1 computer; and other network related equipment for use in various academic and administrative departments college wide. The leases, entered into between September 18, 2018 and January 04, 2019 are for a period of 48-60 months. The cost to the College for these leases is expected to be approximately \$778,773.37. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$67.24. Based on the foregoing, the total cost to the College for these lease agreements will not exceed \$778,840.61. Should funds not be appropriated to continue the leases for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 60 days written notice prior to the end of the current fiscal period. These items are being reported to the Board based on its approval of the 2018-19 Budget on June 18, 2018.

Brian Miles, Vice President, Administration, Finance & Technology; and Mike Meigs, Acting Associate Vice President, Business & Financial Services, recommend approval.