

# MINUTES OF THE JANUARY 24, 2023 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

---

The Board of Trustees of St. Petersburg College met on Tuesday, January 24, 2023 at the St. Petersburg College EpiCenter, Collaborative Labs, 13805 58<sup>th</sup> Street N, Clearwater, Florida. The following Board members were present: Chair Thomas Kidwell, Vice Chair Jason Butts, Katie Cole and Deveron Gibbons (via zoom), and Nathan Stonecipher. Also present was 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, January 24, 2023 at the St. Petersburg College EpiCenter, Collaborative Labs, 13805 58<sup>th</sup> Street N, Clearwater, 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](http://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](http://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).

**23-001.** In accordance with the Administrative Procedure Act, the following Agenda was prepared:

## AGENDA

### ST. PETERSBURG COLLEGE BOARD OF TRUSTEES January 24, 2023

SPC EPICENTER (Collaborative Labs)  
13805 58<sup>th</sup> STREET N  
CLEARWATER, FL  
**SPECIAL MEETING: 9:00 A.M.**

#### I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

#### II. COMMENTS

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

#### III. CONSENT AGENDA

- A. OLD BUSINESS (**items previously considered but not finalized**) - None
- B. NEW BUSINESS
  - 1. ADMINISTRATIVE MATTERS
    - a. SEIU Adjunct Faculty Union Contract Ratification (*Action*)
  - 2. BUDGET AND FINANCE
    - a. Approval for Budget Amendment for Operating Budget (*Action*)
    - b. Approval for Budget for Capital Outlay (*Action*)
  - 3. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000
    - a. Continuation of the Agreement with Vaco, LLC (*Action*)
  - 4. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
    - a. Construction Documents and Guaranteed Maximum Price (GMP), Project Number 1707-N-22-5, Workforce Incubator, TS (*Action*)

# MINUTES OF THE JANUARY 24, 2023 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

---

## 5. OTHER

- a. Lease agreement between St. Petersburg College and Anna Paulina Luna, Member of the U.S. House of Representatives, for a Lease of Office Space at the Seminole Campus (*Action*)
- b. Lease agreement between St. Petersburg College and Adam Anderson, Member of the Florida House of Representatives, for a Lease of Office Space at the Tarpon Springs Campus (*Action*)

## IV. ADJOURNMENT

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.

Date Advertised: 1/17/23

### **23-002. Under Item I, Call to Order**

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

### **23-003. Under Item II, Comments**

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

#### A. Board Chair

Chair Kidwell thanked participants for their involvement in the community during the holidays.

#### B. Board members

None.

#### C. President

Dr. Williams noted how proud she was of the graduation and how much she looks forward to students walking across the stage. She also thanked everyone for the hard work getting started this semester. Enrollment is at about 97% for the Spring semester.

#### D. Public

Javan Frinks SEIU, thanked the staff and administration for helping to complete ratification in November. In the last few months working closely with adjunct faculty, he has been impressed by their dedication to students, even helping them with homelessness, transportation, and

comforting the student who has lost a parent, while completing their course requirements. Some adjuncts have been at the College for decades. As the relationship continues, he appreciates the opportunity to work closely with the School to have adjuncts have a clear way to participate in the good work that happens at SPC, being at the table to be a real partner. That's the message adjuncts wanted him to bring today.

Mr. Gibbons (virtually) noted that he was disheartened that adjuncts weren't in attendance today for the vote and only sent a union representative.

**23-004.**            **Under Item VII – A, Old Business**  
**NONE**

**23-005.**            **Under VII-B, New Business**

1. ADMINISTRATIVE MATTERS
  - a. SEIU Adjunct Faculty Union Contract Ratification (*Action*)
2. BUDGET AND FINANCE
  - a. Approval for Budget Amendment for Operating Budget (*Action*)
  - b. Approval for Budget for Capital Outlay (*Action*)
3. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000
  - a. Continuation of the Agreement with Vaco, LLC (*Action*)
4. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
  - a. Construction Documents and Guaranteed Maximum Price (GMP), Project Number 1707-N-22-5, Workforce Incubator, TS (*Action*)
5. OTHER
  - a. Lease agreement between St. Petersburg College and Anna Paulina Luna, Member of the U.S. House of Representatives, for a Lease of Office Space at the Seminole Campus (*Action*)
  - b. Lease agreement between St. Petersburg College and Adam Anderson, Member of the Florida House of Representatives, for a Lease of Office Space at the Tarpon Springs Campus (*Action*)

The Board considered Items VII – B.1a -VII. B.5b Mr. Stonecipher moved approval. Ms. Cole seconded the motion. Trustee Gibbons opposed item VII – B.1a. The motion passed.

**23-006.**            **Under XIII, Informational Reports**

# MINUTES OF THE JANUARY 24, 2023 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

---

- A. Direct Support Organization
  - 1. Institute for Strategic Policy and Solutions (*Information*)
  - 2. St. Petersburg College Foundation (*Information*)
- B. Palladium at St Petersburg College (*Information*)
- C. Leepa-Rattner Museum of Art (*Information*)
- D. Fiscal Year 2021-2022 College General Operating Budget Report with Tuition Revenue (*Information*)
- E. Quarterly Informational Report of Contract Items (*Information*)

**23-007. Under Item XIII, Next Meeting Date and Location**

The Board confirmed its next meeting date and location as Tuesday, February 21, 2023. 9:00 a.m., at the SPC Tarpon Springs campus.

**XII. ADJOURNMENT**

Having no further business to come before the Board, Chair Kidwell adjourned the meeting at 9:08 a.m.

---

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

---

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

## **AGENDA**

### **ST. PETERSBURG COLLEGE BOARD OF TRUSTEES January 24, 2023**

SPC EPICENTER (Collaborative Labs)  
13805 58<sup>th</sup> STREET N  
CLEARWATER, FL  
**SPECIAL MEETING: 9:00 A.M.**

#### **I. CALL TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

#### **II. COMMENTS**

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

#### **III. CONSENT AGENDA**

- A. **OLD BUSINESS (items previously considered but not finalized) - None**
- B. **NEW BUSINESS**
  - 1. **ADMINISTRATIVE MATTERS**
    - a. SEIU Adjunct Faculty Union Contract Ratification (*Action*)
  - 2. **BUDGET AND FINANCE**
    - a. Approval for Budget Amendment for Operating Budget (*Action*)
    - b. Approval for Budget for Capital Outlay (*Action*)
  - 3. **BIDS, EXPENDITURES, CONTRACTS OVER \$325,000**
    - a. Continuation of the Agreement with Vaco, LLC (*Action*)
  - 4. **CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION**
    - a. Construction Documents and Guaranteed Maximum Price (GMP), Project Number 1707-N-22-5, Workforce Incubator, TS (*Action*)

5. OTHER

- a. Lease agreement between St. Petersburg College and Anna Paulina Luna, Member of the U.S. House of Representatives, for a Lease of Office Space at the Seminole Campus (*Action*)
  
- b. Lease agreement between St. Petersburg College and Adam Anderson, Member of the Florida House of Representatives, for a Lease of Office Space at the Tarpon Springs Campus (*Action*)


**IV. ADJOURNMENT**

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.

Date Advertised: 1/17/23

January 24, 2023

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** Dr. Tonjua Williams, President   
**SUBJECT:** SEIU Adjunct Faculty Union Contract Ratification

**Approval and ratification is sought to enter into a union contract with Service Employees International Union (SEIU) to be in effect until June 30, 2025.**

SEIU was certified as the exclusive representative of those in the bargaining unit (adjunct faculty), pursuant to the provisions of Chapter 447 of the Florida Statutes. The bargaining unit includes all part-time adjunct faculty who teach at least one credit course.

Collective bargaining sessions commenced in early March 2020. After a lengthy period of negotiations, SEIU declared impasse over two proposals (\$150 class cancellation fee and one-time bonus) on November 17, 2021. On March 29, 2022, a hearing regarding the impasse was held before a special magistrate. The special magistrate issued a Report and Recommendation regarding the impasse on May 19, 2022, which was rejected by the President pursuant to Florida Statutes. Thereafter, the impasse issues went to a hearing before the Board of Trustees for resolution in the Board’s capacity as the legislative body for the College. The Board rejected both items at impasse.

Following the hearing, the College and SEIU reached a new agreement (including revisions to academic freedom and excluding the two impasse issues) to be ratified by the parties. On November 30, 2022, the College was advised that the agreement was ratified by the union’s eligible voting members. The agreement which will be in effect until June 30, 2025, includes the traditional terms and conditions of the adjunct faculty union, as well as provisions for periodic consultation and annual reopening of bargaining sessions regarding certain provisions and topics.

In accordance with Florida Statutes, the written contract resulting from collective bargaining must be ratified and executed by the Board of Trustees, if approved.

**The College administrative team of Vice President, Academic Affairs, Matthew Liao-Troth and General Counsel, Mia Conza recommend approval and ratification.**

Attachment



# **AGREEMENT**

Between

**The Board of Trustees of St. Petersburg College**

And

**The Service Employees International Union (SEIU)**

**Florida Public Services Union, Change to Win**

**January 24, 2023 through June 30, 2025**

**TABLE OF CONTENTS**

---

PREAMBLE.....2

ARTICLE 1 RECOGNITION ..... 3

ARTICLE 2 ACADEMIC FREEDOM AND RESPONSIBILITIES ..... 4

ARTICLE 3 BARGAINING REPRESENTATION AND RIGHTS..... 5

ARTICLE 4 GENERAL PROVISIONS ..... 7

ARTICLE 5 GRIEVANCES PROCEDURES..... 8

ARTICLE 6 MANAGEMENT RIGHTS ..... 12

ARTICLE 7 CONDITIONS OF EMPLOYMENT ..... 14

ARTICLE 8 ADJUNCT ROSTERS ..... 16

ARTICLE 9 TEACHING ASSIGNMENTS ..... 17

ARTICLE 10 ADDITIONAL WORK ASSIGNMENTS ..... 18

ARTICLE 11 PREFERENCE FOR FULL-TIME FACULTY POSITIONS .....19

ARTICLE 12 DURATION OF AGREEMENT .....19

ARTICLE 13 ORIENTATION .....20

ARTICLE 14 CONSULTATION.....20

APPENDIX A

APPENDIX B

## **PREAMBLE**

This Agreement is entered into by and between The Board of Trustees (the “Board”) of St. Petersburg College (the “College,” the “Employer,” “Management,” or “SPC”) and the Service Employees International Union Florida Public Services Union, Change to Win (“SEIU,” or the “Union”).

SPC and SEIU recognize the College’s mission is to provide the highest quality of educational services to the community served, and each acknowledges the responsibility and obligations of the other toward these objectives. Both pledge their commitment to maintaining the highest level of professional standards of knowledge, integrity and dedication. The foundation for all decisions and actions of the College and SEIU is to provide the highest quality of education for students.

The parties agree that SPC is one College and is considered one employer. All terms, conditions, and provisions of this Agreement are to be applied College-wide, unless expressly provided otherwise.

# ARTICLE 1

## RECOGNITION

**Section 1.** Pursuant to and in accordance with all applicable provisions of the Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, the College recognizes the Service Employees International Union Florida Public Services Union, Change to Win, as the exclusive bargaining representative of employees of the College in the bargaining unit defined below.

**Section 2.** Pursuant to PERC Certification Number 19E-343, the bargaining unit covered by this Agreement consists of all part-time adjunct faculty employed by the College who teach at least one college credit bearing course.

Excluded from the bargaining unit are all other faculty, including tenured and tenure-track faculty, full-time faculty, instructors for trainings operated by the Southeastern Public Safety Institute, full-time employees of the College who also teach a class as an adjunct instructor, deans, associate deans, provosts, employees covered by any existing collective bargaining agreement at the College, supervisory and managerial employees, and all other employees of the College.

## **ARTICLE 2**

### **ACADEMIC FREEDOM AND RESPONSIBILITIES**

Academic freedom in the collegiate environment is an essential component of teaching and learning. Faculty are afforded the freedom to cultivate a spirit of inquiry in an atmosphere where ideas, opinions and creativity are valued and scholarly analysis encouraged. Faculty are free in their classroom, research and public expression to exercise and embrace academic freedom.

With academic freedom comes academic responsibility. Faculty members shall exercise their academic freedom with integrity, sensitivity, sound judgment, and a conscientious regard for the rights of others and the best interest of the College.

Full time faculty are encouraged to solicit input on curriculum and materials for classes from adjunct faculty.

SPC courses must be taught so as to comply with previously approved course descriptions, objectives, and content. The objectives and content for a particular course must be the same on all SPC campuses and sites where the course is taught.

The selection and adoption of textbooks and course materials follows the procedure as specified in the College's Board Procedure, P6Hx23-3.912.

Alleged violations of academic freedom are addressed through the personnel grievances process as specified in the College's Board Procedure, P6Hx23-2.021.

## **ARTICLE 3**

### **BARGAINING REPRESENTATION AND RIGHTS**

#### **Section 1. Dues Deduction**

SPC will deduct and remit dues to the Union, when authorized, in writing or electronically, on the form included in Appendix A to this Agreement. Authorization for deduction must be received by SPC sixty (60) working days prior to the payroll payment date. SPC will mail a check covering dues deducted from the bargaining unit members from an itemized statement sent by the Union. Such authorization is revocable by the bargaining unit member at any time, upon thirty (30) working days' notice in writing to the SPC Office of Human Resources, with a simultaneous copy provided to SEIU. Authorization shall automatically be in effect again when an employee returns to work after being off payroll or separated. The itemized statements will be sent on the first day of each month and be paid to the SEIU by SPC within thirty (30) working days thereafter.

The Union shall officially notify the College, no later than fifteen (15) working days after any dues change, of the exact amount or percentage of salary of each bargaining unit member's Union dues. Appendix A is hereby incorporated into and made a part of this Agreement.

The Union shall hold the College harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the Employer, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the Employer pursuant hereto.

#### **Section 2. Use of SPC Resources to Conduct Union Business**

Adjunct faculty offices and other work areas may not be used for Union business during the work hours of those involved. For purposes of Union meetings to conduct regular Union business, SEIU may use SPC facilities on a space-available basis at no charge during the hours the College is open by utilizing the established reservation procedures of the College. All costs beyond the room charge will be paid by the SEIU.

The Union may distribute materials, supplied concurrently to administrative professional over Human Resources, that clearly identify that SEIU is the author and responsible for the document. In addition, SEIU may distribute Union messages to the individual e-mail accounts of bargaining unit members so long as: (1) a copy of all messages distributed is supplied concurrently to Human Resources, and (2) all messages clearly identify that SEIU is the author and responsible for its content. SEIU may distribute Union messages to the individual phone mail boxes of bargaining unit members a maximum of once a week, as long as: (1) a copy of all messages distributed is supplied concurrently to Human Resources, and (2) all messages clearly identify that SEIU is the author and responsible for its content. SPC internal mail services, SPC equipment (including, without limitation, copiers, duplicating processes, printers, etc.), SPC personnel, and/or SPC materials are not to be utilized by SEIU. No commercial or political solicitations, or derogatory or inflammatory material, shall be permitted.

The Union agrees that all posted materials which relate directly to adjunct faculty at SPC, phone mail messages, and e-mail boxes will be limited to official SEIU Union business and restricted to the following: notices of Union meetings, notices of Union elections or appointments, notices of Union recreational or social affairs, results of Union elections, and Union news. This section shall not be interpreted to compromise, in any way, the limitations on solicitation and distribution activity set forth in Section 447.509 Florida Statutes. Such postings and distribution must have SEIU approval, as indicated by the signature of the Union President, or designee, on the materials posted and/or distributed. In the case of e-mail and phone mail, such postings and distribution must originate from a computer or phone mail box (office or home) bearing identification of the Union President, or designee.

### **Section 3. Access to Information**

Upon written request from the SEIU President to the office designated by SPC for such purpose, public records will be made available to the Union for inspection at reasonable times and places. When feasible, such documents will be produced within twenty (20) working days. SPC shall be permitted to charge for such services and for copies as permitted by law.

### **Section 4. Non-discrimination**

SPC recognizes the applicable laws and regulations prohibiting the discrimination or harassment against any faculty member with regard to the material terms of employment because of affiliation with SEIU. Likewise, SEIU will not discriminate against or harass faculty who choose not to join the Union and/or participate in its activities.

# **ARTICLE 4**

## **GENERAL PROVISIONS**

### **Section 1. Non-discrimination**

The College and SEIU agree that the parties must be exemplary in expression and practice of the democratic ideal. The College and SEIU shall not discriminate against any bargaining unit employee, or applicant for bargaining unit employment or membership in SEIU on the basis of race, religion, color, age, national origin, ethnicity, pregnancy, gender, sexual orientation, gender identity, disability, marital status, genetic information, veteran's status, or membership in or association with the lawful activities of any organization. The College and SEIU agree to comply with all federal, state, and local laws prohibiting discrimination. Complaints of discrimination or harassment should be directed to the Director of Equity, Diversity and Inclusion/Title IX Coordinator. Complaints of discrimination or harassment may be addressed through the procedures provided under state and/or federal law and not through the grievance and arbitration provisions.

### **Section 2. Severability**

If any word, phrase, or provision of this Agreement or any application thereof shall be declared or rendered null, void, or invalid through court action or federal, state, or local law. Such word, phrase, provision, or application will only be deemed valid and subsisting to the extent permitted by law, but all other words, phrases, provisions and applications will continue in full force and effect. The parties shall mutually agree on a date to re- negotiate in good faith the provisions affected by any such judgment or law.

### **Section 3. Masculine/Feminine and Singular/Plural Pronouns**

The use of masculine pronouns may be understood to mean feminine pronouns and vice versa, and the use of singular pronouns may be understood to mean plural pronouns in this Agreement. The use of they, them, and their are gender neutral and can be used as well.



# **ARTICLE 5**

## **GRIEVANCE PROCEDURES**

### **Section 1. Purpose**

The parties agree that a prompt and efficient procedure for the investigation and resolution of grievances, in accordance with Chapter 447 of the Florida Statutes, can best promote a harmonious and cooperative relationship between the parties. The orderly process set forth in this Article shall be the sole method for the resolution of grievances.

### **Section 2. Definition**

A grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

### **Section 3. Individual/SEIU Grievances**

The Union shall have the right to file and pursue grievances on behalf of individual faculty members, in accordance with this Article. SEIU shall have the right to file and pursue grievances on behalf of itself, in accordance with this Article. SEIU and faculty member grievances shall be filed on forms mutually agreed to by the parties. SEIU and employee grievances shall be filed separately in separate grievance documents.

### **Section 4. Grievance Processing by an Individual or SEIU**

Grievance investigation or processing by an individual grievant or SEIU shall be carried out in the off-duty time of all personnel involved. Investigations or processing of grievances on duty time shall occur only with the prior permission of SPC and under such conditions as SPC shall prescribe.

### **Section 5. Representation**

SEIU shall have the right to represent any employee, upon the employee's request, at any step of this grievance procedure, provided, however, that individual employees may, upon notice to SEIU, initiate and represent themselves in processing their own individual grievances. No resolution of an individually processed grievance shall be inconsistent with this Agreement and, for this purpose, SEIU shall receive prior notice on the resolution of any grievance so processed.

### **Section 6. Non-Applicability of Grievance Procedure**

This grievance procedure cannot be used by the Union or any employee to dispute a decision by the College not to assign course(s) to an employee or to dispute a decision by the College not to offer full-time employment.

## **Section 7. Time Limits and Contents of Grievance**

The time limits set forth in this article are of the essence and must be strictly complied with, but may be extended by mutual written agreement of the parties. A grievant's or SEIU's failure to process a grievance within the time limits set forth in this Article shall mean that the grievance shall be treated as withdrawn. Upon the failure of the College to provide a response within the time limits provided in this Article, the grievant or the Union may appeal to the next grievance step. In order to be eligible for processing, a grievance must be timely filed and contain the following:

1. The name of the grievant, whether it is an individual employee or SEIU.
2. The identification of the event or omission that gave rise to the grievance, the time it occurred, and a short, plain statement of the facts surrounding the grievance, with an explanation of how the contract was violated.
3. The citation of the particular sections and subsections of this Agreement (not articles alone) on which the grievant relies.
4. A statement of the precise relief sought.

## **Section 8. Grievance Process**

Grievances, properly and timely filed, shall be processed in accordance with the following procedure. All references to working days in this section shall exclude official College holidays/recesses applicable to bargaining unit members. A "day" shall conclude at 4:30 p.m.

1. Step I. Within twenty (20) working days of the occurrence of the event or omission giving rise to the grievance, or when the faculty member first knew or reasonably should have known of such act or omission, if that date is later, an eligible grievant shall file the grievance document simultaneously with Human Resources and the Program Dean or immediate supervisor. Within ten (10) working days of the receipt of the grievance, the Program Dean or immediate supervisor shall meet with the grievant in an effort to resolve the problem. The Program Dean or immediate supervisor will be allowed ten (10) working days following the meeting to respond to the grievance in writing. This written response may consist of a notation on the grievance document.
2. Step II. If no written response is received by the grievant at Step I, or if the response is not acceptable to the grievant, the grievant may appeal the grievance to Step II. The appeal must be filed within ten (10) working days of the receipt of the answer from the Program Dean or the immediate supervisor or, if no written answer is received, within ten (10) working days after the expiration of the ten (10) working day period specified in Step I. Such appeal shall be in writing and shall include a copy of the grievance filed at Step I and the Step I response, if any. The Step II filing shall be simultaneously filed with Vice President of Academic Affairs or individual designated to hear grievances at Step II, and Human Resources. Once the grievance document has been properly filed at Step II, there shall be fifteen (15) working days in which to provide a written response to the grievant. The written response may consist of a notation on the grievance document. A meeting to discuss the grievance at Step II may be conducted at the discretion of the Vice President of Academic Affairs, or individual designated to hear grievances at Step II.

Notwithstanding the above, all grievances filed by SEIU shall be initially filed at Step II with the Vice President of Academic Affairs within twenty (20) working days of the occurrence of the event or omission giving rise to the grievance, or when the Union first knew or reasonably should have known of such act or omission, if that date is later.

## **Section 9. Arbitration**

Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration. If the grievant is not satisfied with the disposition of the grievance at Step II, or if no answer is received within the fifteen (15) working day period applicable to Step II, the grievance may be submitted to arbitration. The arbitration procedure shall be initiated by filing a written request for arbitration with Human Resources within twenty (20) working days after receipt of written disposition at Step II, or, if no answer is received, within twenty (20) working days after the expiration of the Step II fifteen (15) working day period. A copy of the grievance document must be attached to the request. All references to working days in this Article shall exclude the official College holidays and breaks applicable to bargaining unit members.

- A. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Service (sub-region) will be asked to supply a list of seven names from which the parties will alternately strike names until only one remains. The one remaining shall be the arbitrator. The grieving party will strike first.
- B. Each party shall have the right to reject one list of arbitrators in its entirety.
- C. No arbitrator shall have simultaneously more than one grievance involving this Agreement without the parties' consent.
- D. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:
  1. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
  2. In any arbitration involving a question of monetary liability, the parties shall have a right to a reasonable time for briefing the case and a decision shall be due within thirty (30) working days after the date set for filing briefs.
  3. Neither party will present evidence regarding offers to settle or compromise a grievance.
  4. All costs of any arbitration, including the arbitrator's fees and expenses, cost of reports and transcripts (which shall be made available at the request of either party), and cost of meeting rooms shall be borne equally by the College and the grievant or SEIU, unless otherwise agreed by the parties.
  5. The arbitrator's decision shall be final and binding, but only to the extent required by applicable law.
  6. The arbitrator shall be empowered to make reasonable orders so that the matter can be expeditiously resolved but shall accommodate the parties within reason as to hearing dates and continuances, where need is shown.

7. In cases of individual employees seeking to arbitrate a grievance, the employee will provide a deposit of \$3,500 to the arbitrator within 10 days of his/her selection. Failure to do so will result in the grievance being treated as withdrawn.

### **Section 10. Election of Remedies**

The commencement of a legal proceeding against SPC or any managerial employee of SPC or any member of the Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other administrative agency, by SEIU or any bargaining unit member, alleging a violation or violations of this Agreement, shall be deemed a waiver by said unit member(s) or SEIU of the ability to resort to the grievance or arbitration procedure contained herein for the resolution of the alleged violation or violations of this Agreement. A grievant electing to have a discrimination complaint resolved through the grievance/arbitration provisions will execute a formal waiver reflecting that selection.

# **ARTICLE 6**

## **MANAGEMENT RIGHTS**

### **Section 1. Retention of Management Rights**

The Employer retains all powers, rights, authority, duties, and prerogatives conferred upon it by the laws of the State of Florida or enjoyed prior to the execution of this Agreement, except as otherwise stated in this Agreement, which shall include, but are not limited to, the following rights:

1. To establish educational policies and procedures and to ensure the rights and educational opportunities of students;
2. To manage and administratively control the College and its properties, its facilities, and the activities of its employees;
3. To hire all adjunct faculty and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, and to promote, assign, and transfer all such faculty;
4. To determine the time and hours of operation and the assignment of all classes and approval of all schedules;
5. To determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contract(s) with private vendors for services;
6. To determine staffing patterns;
7. To determine the number and classification of personnel needed;
8. To control and regulate the use of machinery, facilities, equipment, and other property of the College;
9. To determine, establish, increase, reduce, or eliminate the number, location, and operation of programs, departments, divisions, and all other units of the College;
10. To build, move, modify, or close facilities, centers, or campuses;
11. To establish budget procedures and determine budgetary allocations;
12. To determine the methods of raising and using revenue;
13. To take action on any matter in the event of an emergency;
14. To schedule classes and to assign faculty to meet the needs of the students, the community, and the College;
15. To develop, maintain, and enforce administrative rules, procedures, policies, regulations, and practices.

### **Section 2. Implementation and Exercise of Management Rights**

The College agrees to provide notice to the Union electronically of any new or proposed change in Board of Trustees' Rules and Procedures, internal policies or procedures of general application fourteen (14) days prior to implementation, which would affect members of the bargaining unit. Upon request, the parties will negotiate as required by law. Consistent with sound management practice, the College may implement the proposed change while impact negotiations are pending to the extent permitted by Florida law. A request to bargain impact

under this Section must identify the negotiable effects of the changes upon the terms and conditions of employment of the impacted employees and be received within fourteen (14) days of the notice, or if no notice is given, within fourteen (14) days of the date a Union representative became aware of such changes shall be considered timely. Such bargaining shall proceed within ten (10) days of request. The College may implement any such changes prior to the exhaustion of the impasse procedure.

### **Section 3. Civil Emergency**

If, in the sole discretion of the College President, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, public health emergency, or other catastrophes, the provisions of this Agreement may be suspended by the College President during the time of the declared emergency. The College will notify the Union Office as soon as practical.

# **ARTICLE 7**

## **CONDITIONS OF EMPLOYMENT**

### **Section 1. No-Strike**

The Union agrees not to participate in or endorse strikes, picketing, stoppages, or concerted failure or refusal to perform assigned work by the faculty members covered by this Agreement while this Agreement is in effect.

Any adjunct faculty member who participates in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work may be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.

It is understood and agreed that, in the event of any violation of this Article, the College shall be entitled to seek and obtain ex parte immediate injunctive relief, provided within 24 hours after receiving written notification from the College that a strike or picketing is in progress on the part of individuals or any group of individuals covered by this Agreement, the Union shall state to the College, in writing, whether it has sanctioned such action. Its prompt disavowal of responsibility, in writing, shall relieve the Union of legal responsibility to the College therefore.

### **Section 2. Outside Employment**

The College recognizes that faculty members may engage in outside employment and consultant activities. An adjunct faculty member shall not engage in outside employment or self-employment which:

1. Conflicts with required work hours at the College.
2. Adversely affects College job performance.
3. Might reasonably be considered to conflict with College goals and objectives in the community.

Adjunct faculty members who have outside employment or self-employment shall not solicit business from students. Adjunct Faculty members who have outside employment or self-employment shall not solicit business from employees during employees' scheduled work hours, nor use any College resources, equipment, or supplies for such purposes. The adjunct faculty member may not use his/her position with the College for personal gain through outside employment. This outside employment shall not bring discredit to the College nor should the name of the College be used to acquire an outside position.

### **Section 3. Access to Facilities and Resources**

Adjunct faculty shall have access to facilities and College resources as follows:

1. **Offices.** While the College cannot guarantee offices, it will provide accommodations for adjunct faculty to meet privately with students. Access to offices, including cubicles and shared spaces will vary depending on the campus.
2. **Parking.** Access to parking will vary depending on the campus according to available parking, need for access cards, and other considerations.
3. **Administrative/Technical Support.** The College will provide adjunct faculty with an email username and password for use when actively teaching. Adjunct faculty members shall have access to campus photocopiers and other technology for official class use, and pursuant to the departmental policies regarding such.
4. All adjunct faculty will be able to receive mail at a designated location on campus during the term(s) they are actively teaching.
5. With the approval of the supervisor, adjunct faculty will have access to audio visual/media support which can include videography, photography, and sound engineering.



## ARTICLE 8

### ADJUNCT ROSTERS

#### **Section 1. Statement of Intent**

The purpose of creating and maintaining adjunct rosters at the academic unit level is to facilitate the identification of qualified, available adjuncts, and to provide assurance to those adjuncts included in the rosters that their names will be readily available for consideration when course openings arise. Both parties recognize the benefits of a roster system that promotes familiarity between academic units and adjuncts, as well as increased efficiency in the hiring process, without limiting the academic unit's flexibility to hire the most qualified individuals.

#### **Section 2.**

Adjunct rosters will be created and maintained at the academic unit level, and all decisions regarding composition of the adjunct roster will be at the discretion of the Dean or academic unit head.

#### **Section 3.**

An Adjunct will be removed from the roster by the Dean or academic unit head if they have not taught within the previous three consecutive academic terms.

#### **Section 4.**

Each academic unit will keep a list of Adjuncts included in the Adjunct roster. The list will include each Adjunct's name, as well as any email address or mailing address provided by the Adjunct for contact purposes. Should an Adjunct's contact information change, it will be the Adjunct's responsibility to provide updated contact information to be included in the roster. The academic unit will make the roster available to adjuncts and the Union within a reasonable time upon request.

#### **Section 5.**

Nothing in this article creates any right, interest, or expectancy in any future employment beyond the specific terms of an Adjunct's offer letter. Nothing in this Article is interpreted to limit a department's ability to hire the most qualified Adjuncts from outside of the roster.

## ARTICLE 9

### TEACHING ASSIGNMENTS

#### **Section 1.**

Newly hired Adjuncts shall be hired for a minimum of one academic term/session. The College shall have the discretion to assign Adjuncts in subsequent academic terms/sessions; there is no presumption of assignments in future terms/sessions.

#### **Section 2.**

Course section assignments to individual Adjuncts may be based on the following, including, but not limited to, academic credentials, relevant professional experience, expertise, skill set in different teaching modalities (i.e. face-to-face, online, hybrid, lecture/lab), prior student evaluations, faculty evaluations and scheduling availability.

#### **Section 3.**

Supervisors may discuss tentative assignments for each term with an Adjunct at any time. Actual assignments will be made in writing to each Adjunct at least two weeks before the beginning of the term/semester. Once an assignment has been made in writing, the assignment cannot be cancelled to give as an overload assignment to full time faculty.

#### **Section 4.**

Adjuncts who are provided notice of a section assignment for a term within two weeks of the start of the section shall notify the supervisor of their acceptance or refusal of assignment within one working day of receiving the written notice, or the section assignment offered may be rescinded. In the case of notice of a section assignment made prior to the two weeks before the section start, the Adjunct shall notify the supervisor of their acceptance or refusal of assignment within three working days of receiving the written notice, or the section assignment may be rescinded.

## **ARTICLE 10**

### **ADDITIONAL WORK ASSIGNMENTS**

College needs may necessitate that additional work assignments be created. These additional work assignments are in addition to the Adjunct's teaching schedule.

- 1) Compensation for bargaining unit members for a work assignment shall be paid at a rate established on the Additional Work Assignment Schedule. Maximum contract hour loads apply.
- 2) The additional work assignment shall be described in an Additional Work Assignment Form. (Appendix B)
- 3) Payroll periods for additional work pay shall be twice monthly corresponding to regular pay dates during the period the additional work is performed.
- 4) An Adjunct may volunteer to participate in College activities. Participation in College activities will not be presumed to be an additional work assignment or eligible for compensation.

## **ARTICLE 11**

### **PREFERENCE FOR FULL-TIME FACULTY POSITIONS**

Adjuncts with at least five years of continuous instruction within the same academic unit or department will be granted a first-round interview for any full-time faculty position which she/he is qualified and has formally applied. In such case, there shall be no guarantee of fulltime employment.

## **ARTICLE 12**

### **DURATION OF AGREEMENT**

This Agreement shall become effective when ratified by employees in the bargaining unit and by the College. The Agreement will be in effect until June 30, 2025, subject to the following:

1) Re-openers

This Agreement shall be reopened in July of 2023 and July of 2024 for a period of thirty (30) days for that academic year. The Articles for consideration during the re-opened period are limited to the following:

- a) For Union, Compensation; Article 10, Additional Work Assignments; and Article 9, Teaching Assignments.
- b) For Administration, the Administration shall have the option to choose 3 Articles or specific subsections thereof to negotiate. Administration must propose changes to the chosen Article(s) before the first meeting.

During the thirty (30) day period after July 1, 2023 and then after July 1, 2024, Administration and Union shall meet no less than two (2) times in order to discuss the re-opened Articles. Additional meetings require the agreement of the parties. If the Compensation and Additional Work Assignments Articles, and the Administration's chosen Articles or subsections are not tentatively agreed by the end of the thirty (30) day period, then the parties shall proceed directly to the Board for resolution.

## **ARTICLE 13**

### **ORIENTATION**

Union shall have access to Adjuncts covered by this Agreement at Adjunct Orientation(s). Union will be provided with the opportunity to have a breakout room outside of Adjunct Orientation meeting room(s) to allow interested employees to obtain information about the Union during breaks and before and after the meeting(s).

## **ARTICLE 14**

### **CONSULTATION**

Representatives of the College and the Union will meet quarterly during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise there from. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Further, each party will submit to the other at least 24 hours prior to the meeting, an agenda covering what it wishes to discuss. A meeting can be cancelled by request of either party, and such request shall not be unreasonably denied.

In witness thereof, the parties hereby agree to the foregoing terms.

On behalf of  
Service Employees International Union

On behalf of  
St. Petersburg College

\_\_\_\_\_  
Name

\_\_\_\_\_  
Thomas Kidwell  
Chair, Board of Trustees

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tonjua Williams, Ph.D.  
President

\_\_\_\_\_  
Date

# APPENDIX A

## **SEIU-FPSU** MEMBERSHIP APPLICATION

I want to join with my colleagues and become a member of FPSU. I request and voluntarily accept membership in SEIU-FPSU. I believe everyone should pay their fair share to support our union's activities and hereby request and voluntarily authorize my employer to deduct from my earnings and transmit to SEIU-FPSU membership dues in the amount approved by SEIU-FPSU which may be modified from time to time. I understand that I may revoke this authorization through written notification to FPSU. Contributions or gifts to SEIU-FPSU are not deductible as charitable contributions for federal income tax purposes.

\_\_\_\_\_  
**FIRST NAME** **LAST NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY** **STATE/ZIP**

\_\_\_\_\_  
**PERSONAL EMAIL** **CELL\***

\_\_\_\_\_  
**SIGNATURE** **DATE** / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
JOB TITLE

\_\_\_\_\_  
EMPLOYEE ID

\_\_\_\_\_  
CAMPUS

\_\_\_\_\_  
DEPARTMENT

\_\_\_\_\_  
REFERRED BY

**COPE Contribution \$** \_\_\_\_\_

I further authorize my employer to deduct the amount above per week from my wages and remit to SEIU-FPSU as my voluntary COPE contribution. I understand that this contribution is not a condition of membership or of employment with any employer and that I have the right to refuse to sign this authorization and to refuse to contribute to COPE without reprisal. I understand that COPE funds will be used for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections. I further understand that any suggested contribution is merely a suggested guideline and that I am free to contribute more or less or some other means and that FPSU cannot favor or disadvantage me because of the amount of my contribution or my decision to contribute. Contributions to SEIU-FPSU COPE are not tax deductible as charitable contributions. Only U.S. citizens or lawful permanent residents are eligible to contribute to COPE

\_\_\_\_\_  
SIGNATURE **DATE**

\* By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on a cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts.

**PROJECT DELIVERABLE****HOURLY Scope and Time Effort Report**Non-  
Budgeted  
Employee**INSTRUCTIONS**

- 1) Prior to starting a project, the Employee signs and submits this form to their Direct Supervisor for approval.
- 2) Then, each subsequent approver needs to sign and forward the form to the next approval level.  
**Direct Supervisor > Budget Supervisor > Budgeting/Grants Accounting Approver > Sr. Level Approver**
- 3) Once all signatures are obtained, the Sr. Level Approver forwards the completed form to HR and all other signer levels.
- 4) If a Project Deliverable job record doesn't already exist, the department should submit an Additional Job PAR to HR.

\*\*\*The total of this work combined with any other SPC employment must not exceed 29 hours.\*\*\*

**DELIVERABLE DETAILS**

Employee ID#	Employee Name	Degree Level/Rate		Total Cost
Grant ID Number (if applicable)	Cost Center Information	Project Begin Date	Estimated Completion Date	Total Hours
				<b>0.00</b>

**PURPOSE - Detailed Summary and Benefits to SPC****TIME & EFFORT ESTIMATE DETAILS**

Description of each task/deliverable and estimated hours to complete	Estimated Project Hours
1)	
2)	
3)	
4)	
5)	
6)	

**SIGNATURES**

<b>Employee:</b> <i>I confirm that this work shall <u>not</u> be part of my normally compensated duties or normal work hours.</i>	_____	<b>Date:</b> _____
<b>Direct Supervisor:</b> <i>I authorize work to begin on this project.</i>	_____	<b>Date:</b> _____
<b>Budget Supervisor:</b> <i>I authorize the budget for this project.</i>	_____	<b>Date:</b> _____
<b>Budgeting / Grants Accounting Approver:</b> <i>I authorize the budget for this project.</i>	_____	<b>Date:</b> _____
<b>Sr. Level Approver:</b> <i>I authorize work to begin on this project.</i>	_____	<b>Date:</b> _____



# PROJECT DELIVERABLE

## *Certification of Payment*

FAC / A&P  
Supplemental

### INSTRUCTIONS

*Submit this (CoP) form when the project deliverable is complete and ready for payment.*

- 1) The Employee signs and submits this form to their Direct Supervisor for approval.
- 2) Then, each subsequent approver needs to sign and forward the form to the next approval level.  
**Direct Supervisor > Budget Supervisor > Budgeting/Grants Accounting Approver > Sr. Level Approver**
- 3) Once all signatures are obtained, the Sr. Level Approver forwards the completed form to all other signer levels and to HR at [employment@spcollege.edu](mailto:employment@spcollege.edu), at least 1 week before the pay date to ensure timely processing.

**\*\*\* This form is not for duties paid by an hourly rate (report those hours on Certs). \*\*\***

### PAYMENT DETAILS

Employee ID#	Employee Name	Project ID	No. of Payments	Amount to be Paid
Date Submitted	Form Submitted By	Job Record #	Cost Center Information	

### DELIVERABLE DETAILS

### SIGNATURES

**Employee:** \_\_\_\_\_

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

*I certify this project deliverable has been completed outside of my normal work hours and I am not being paid twice for the same time worked.*

**Direct Supervisor:** \_\_\_\_\_

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

*I certify this project has been completed within the standards set forth in the Project-Deliverable Supplemental schedule and I authorize payment.*

**Budget Supervisor:** \_\_\_\_\_

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

*I certify this project has been completed within the standards set forth in the Project-Deliverable Supplemental schedule and I authorize payment.*

**Budgeting / Grants**

**Accounting Approver:** \_\_\_\_\_

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

*I certify this project has been completed within the standards set forth in the Project-Deliverable Supplemental Schedule and I authorize payment.*

**Sr. Level Approver:** \_\_\_\_\_

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


*I certify this project has been completed within the standards set forth in the Project-Deliverable Supplemental Schedule and I authorize payment.*

**HR Review:** \_\_\_\_\_

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

January 24, 2023

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** Dr. Tonjua Williams, President   
**SUBJECT:** Approval for Budget Amendment for Operating Budget

**Approval is sought to authorize an amendment to the College’s FY 2022-2023 Operating Budget.**

On June 21, 2022, the Board approved the FY 2022-2023 Operating budget of \$164 Million for revenue and expenses. The latest revenue and expense projections indicate a budget surplus of about ~ \$8 Million. Approval is sought to authorize an amendment to the College’s operating budget up to \$5.1 Million, for equipment lease payoff and a \$2 Million transfer to Capital Outlay for the renovation project of the Workforce Innovation Center at the Tarpon Springs Campus.

The requested amendment and transfer are made in accordance with the College’s Carryforward Spending Plan, approved at the September 20, 2022, Board of Trustees meeting. The equipment lease payoff will reduce the institution’s overall debt. The requested transfer pertains to the renovation project for the expansion of the Workforce Innovation center at the Tarpon Springs campus. This center will focus on student education and career assistance by connecting the workforce community and industry with the goal of job placement.

Since the budget will be reallocated from expense budgets, the College’s overall budget will not be affected, and no additional budget will be required.

Pursuant to the State Board of Education rule 6A-14.0716 authorizes the Board of Trustees to make amendments to the College’s operating budget if needed.

Janette Hunt, Vice President Finance and Business Operations; Dr. Hector Lora, Associate Vice President, Budgeting, recommend approval.




**Operating Budget FY 2022-23**

	Budget	Revised Budget
<b>Revenue</b>		
Student Tuition & Fees	\$ 51,981,580	\$ 51,981,580
State Funding	\$ 91,118,156	\$ 91,118,156
Other Revenues	\$ 11,359,768	\$ 11,359,768
Fund Transfers In	\$ 1,500,000	\$ 1,500,000
Reserve	\$ 8,101,252	\$ 8,101,252
<b>Total Revenue</b>	<b>\$ 164,060,756</b>	<b>\$ 164,060,756</b>
<b>Expenses</b>		
	Budget	Revised Budget
Instruction	\$ 62,561,377	\$ 60,477,199
Public Services	\$ 995	\$ 995
Academic Support	\$ 26,071,026	\$ 25,060,947
Student Support	\$ 22,952,552	\$ 22,096,991
<b>Total Instructional</b>	<b>\$ 111,585,950</b>	<b>\$ 107,636,132</b>
Institutional Support	\$ 26,825,016	\$ 31,692,580
Physical plant Operation and Maintenance	\$ 17,607,303	\$ 17,157,303
Student Financial Assistance	\$ 2,372,798	\$ 2,372,798
Contingency, Transfer, Etc	\$ 5,669,689	\$ 5,201,943
<b>Total Administrative</b>	<b>\$ 52,474,806</b>	<b>\$ 56,424,624</b>
<b>Total Operating Expenses</b>	<b>\$ 164,060,756</b>	<b>\$ 164,060,756</b>
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>

\*FY2022-23 excludes Net Pension adjustments.

January 24, 2023

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** Dr. Tonjua Williams, President   
**SUBJECT:** Approval for Budget for Capital Outlay

**Approval is sought to adopt the College’s revised FY 2022-2023 Capital Outlay Budget.**

The FY2022-2023 College Capital Outlay budget of \$78.4M provides for college-wide facility and technology infrastructure maintenance, and major building project funding. The revised budget is required due to the requested transfer of \$2,000,000 from Fund 1 (Operating) to Fund 7 (Unexpended Plant Fund) for the renovation project of the Workforce Innovation center at the Tarpon Springs Campus.

The requested transfer pertains to the renovation project for the expansion of the Workforce Innovation Center at the Tarpon Springs campus. This center will focus on student education and career assistance by connecting the workforce community and industry with the goal of job placement.

Once funds are transferred, they can only be used for the Workforce expansion renovation project. We will not be able to transfer these funds for any other purpose.


In accordance with Florida statute 1013.61, this Capital Outlay budget must be approved by the College's Board of Trustees. The capital needs are presented in the attached summary as proposed expenditures from the capital budget funding sources are detailed.

Janette Hunt, Vice President Finance and Business Operations; Dr. Hector Lora, Associate Vice President, Budgeting, recommend approval.

St. Petersburg College					
Fund 7 Capital Outlay Budget 2022-23					
	Capital Improvement Funds	State Appropriation Funds	Other Funds	Budget Total	Revised Budget
<b>Projected Sources of Revenue</b>					
SODA General Renovation/Remodel (265)*	\$ -	\$ -	\$ -	\$ -	\$ -
STATE -Collegewide Deferred Maintenance	\$ -	\$ 47,576,641	\$ -	\$ 47,576,641	\$ 47,576,641
STATE - TARPON- Deferred Maintenance	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 5,000,000
PY Capital Improvement Fees	\$ 10,645,436	\$ -	\$ -	\$ 10,645,436	\$ 10,645,436
Capital Improvement Fees	\$ 6,105,316	\$ -	\$ -	\$ 6,105,316	\$ 6,105,316
CO&DS		\$ 500,000	\$ -	\$ 500,000	\$ 500,000
PY CO&DS***	\$ -	\$ 34,787	\$ -	\$ 34,787	\$ 34,787
Other Misc. Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Tarpon Springs Proceeds Sale of Racetrac	\$ -	\$ -	\$ 393,397	\$ 393,397	\$ 393,397
Pharmacy& Lumastream		\$ -	\$ 120,756	\$ 120,756	\$ 120,756
Simulation City Law Enforcement	\$ -	\$ 88,514	\$ -	\$ 88,514	\$ 88,514
Tarpon Springs Workforce Center	\$ -	\$ -	\$ 5,170,813	\$ 5,170,813	\$ 5,170,813
Transfer In -			\$ 815,000	\$ 815,000	\$ 2,815,000
<b>Total Fund Sources</b>	<b>\$ 16,750,752</b>	<b>\$ 53,199,942</b>	<b>\$ 6,499,966</b>	<b>\$ 76,450,660</b>	<b>\$ 78,450,660</b>
<b>Projected Uses of Revenue</b>					
Budgeted Personnel Salaries	\$ 488,952	\$ -	\$ -	\$ 488,952	\$ 488,952
Other Personnel	\$ 150,055	\$ -	\$ -	\$ 150,055	\$ 150,055
Employee Benefits - Retirement	\$ 69,141	\$ -	\$ -	\$ 69,141	\$ 69,141
Employee Benefits - FICA/Medicare	\$ 48,884	\$ -	\$ -	\$ 48,884	\$ 48,884
Employee Benefits - Health/Dental/Wellness	\$ 202,246	\$ -	\$ -	\$ 202,246	\$ 202,246
<b>Total Personnel &amp; Benefits</b>	<b>\$ 959,278</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 959,278</b>	<b>\$ 959,278</b>
<b>Major Construction</b>					
Workforce Center	\$ -	\$ -	\$ 6,224,210	\$ 6,224,210	\$ 8,224,210
Clearwater Business Tech	\$ 205,530	\$ 39,762	\$ -	\$ 245,292	\$ 245,292
<b>Total Major Construction</b>	<b>\$ 205,530</b>	<b>\$ 39,762</b>	<b>\$ 6,224,210</b>	<b>\$ 6,469,502</b>	<b>\$ 8,469,502</b>
<b>Infrastructure Deferred Maintenance and Network</b>					
Deferred Maintenance	\$ 996,217	\$ 983,033	\$ 234,095	\$ 2,213,345	\$ 2,213,345
STATE -Collegewide Deferred Maintenance	\$ 592,500	\$ 46,581,810	\$ -	\$ 47,174,310	\$ 47,174,310
Tarpon Springs Deferred Maintenance	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 5,000,000
College-wide Infrastructure & Renovation/Remodel	\$ -	\$ 11,798	\$ -	\$ 11,798	\$ 11,798
Technology Infrastructure Maintenance	\$ 2,572,644	\$ -	\$ -	\$ 2,572,644	\$ 2,572,644
<b>Total Infrastructure Deferred Maintenance and Network</b>	<b>\$ 4,161,361</b>	<b>\$ 52,576,641</b>	<b>\$ 234,095</b>	<b>\$ 56,972,097</b>	<b>\$ 56,972,097</b>
<b>Project Expense</b>					
Collegewide Campus Projects	\$ 1,465,282	\$ -	\$ -	\$ 1,465,282	\$ 1,465,282
Collegewide Furniture	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ 200,000
<b>Allstate</b>					
Simulation City	\$ -	\$ 88,514	\$ -	\$ 88,514	\$ 88,514
<b>EpiCenter/District Office</b>					
Capital Equipment - EpiTech	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 15,000
Campus & Academic Areas Refresh	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 25,000
<b>Downtown/Midtown</b>					
Center for Economic Impact & Inclusion	\$ 351,217	\$ -	\$ -	\$ 351,217	\$ 351,217
<b>HEC</b>					
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Seminole</b>					
Pharmacy	\$ -	\$ -	\$ 41,661	\$ 41,661	\$ 41,661
<b>Tarpon Springs</b>					
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Contingency</b>					
	\$ 6,676,521	\$ 495,025	\$ -	\$ 7,171,546	\$ 7,171,546
<b>Debt Service - Construction Obligations and Bonds</b>					
	\$ 2,691,563	\$ -	\$ -	\$ 2,691,563	\$ 2,691,563
<b>Total Expenses</b>	<b>\$ 16,750,752</b>	<b>\$ 53,199,942</b>	<b>\$ 6,499,966</b>	<b>\$ 76,450,660</b>	<b>\$ 78,450,660</b>
<b>Remaining Funds</b>	<b>\$ (0)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>\$ (0)</b>

January 24, 2023

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** Tonjua Williams, Ph.D., President   
**SUBJECT:** Continuation of the Agreement with Vaco, LLC

**Approval is sought to continue the Agreement with Vaco, LLC to provide high-level, contract-term employees in the areas of Information Technology, Human Resources, and Accounting/Finance. Approval is also sought for an expenditure amount not to exceed \$500,000.**

In 2021, the College entered into an ongoing Client Services Agreement (CSA), approved through the College's internal Purchasing process to engage Vaco to provide consulting services in the areas of Information Technology, Business Services and Human Resources. These services have allowed the College to obtain the level of professional talent necessary to complete various projects and provide temporary consultants in high-level positions during the hiring process. Under the terms of the CSA, the College has entered into individual Addendums to the CSA as services are needed. To date, the expenditure associated with the CSA and signed Addendums is approximately \$270,000.

The College desires to continue its relationship with Vaco, and seeks expenditure authority under this Agreement for a total amount, including expenditures to date, not to exceed \$500,000. Should additional services be needed over and above this amount, additional approval will be sought at that time.

Darryl Wright-Greene, Chief Human Resources & Talent Officer and Mia Conza, General Counsel recommend approval.


dwg011723

January 24, 2023

Agenda Item III – B.4a

**MEMORANDUM**

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

**FROM:** Tonjua Williams, Ph.D., President 

**SUBJECT:** Approval of Construction Documents and Guaranteed Maximum Price (GMP),  
Project Number 1707-N-22-5, Workforce Incubator, TS

**Approval is requested for the 100% Construction Documents, the Guaranteed Maximum Price (GMP) of \$6,661,700 and to issue all necessary purchase orders for Project Number 1707-N-22-5, Workforce Incubator, TS.**

Harvard Jolly Architects, Inc., in collaboration with college staff, has completed the 100% construction documents for the creation of an approximately 10,000 SF space within the Michael and Evelyn Bilirakis College of Education Building for the Workforce Incubator, TS. Charles Perry Partners, Inc. has developed the GMP per those documents.

The total project budget is not to exceed \$8,156,700, which includes the GMP, professional fees, furniture, technology, etc. associated with the project.

The anticipated date for substantial completion is 12 months after the Notice to Commence dependent on material availability. The construction documents have been reviewed for building codes, safety-to-life, the Americans with Disabilities Act (ADA), and further refinements.

The College may utilize the Direct Purchase Program for this project to realize cost savings. Any savings will be reported to the Board at the time of final accounting.

Janette Hunt, Vice President, Finance & Business Operations; and David Cutler, Executive Director Construction Management, Facilities Planning & Institutional Services; recommend approval.

January 24, 2023

**MEMORANDUM**

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

**FROM:** Tonjua Williams, Ph.D., President 

**SUBJECT:** Lease agreement between St. Petersburg College and Anna Paulina Luna, Member of the U.S. House of Representatives, for a Lease of Office Space at the Seminole Campus

**Authorization is requested to enter into a Lease Agreement with Anna Paulina Luna, Member of the U.S. House of Representatives. 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.**

St. Petersburg College, in conjunction with Anna Paulina Luna, Member of the U.S. House of Representatives, has agreed to enter into a lease agreement for approximately 1,433 square feet of office space at the Seminole Campus in Rooms LI305-310. The monthly rate for the lease is \$1,791.25. The term of this lease agreement will begin on January 3, 2023 and expire on January 2, 2025.

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.

Jamelle Conner, Vice President, Student Affairs; Janette Hunt, Vice President, Finance and Business Operations; Mark Strickland, Provost, Seminole Campus; and Mia Conza, General Counsel recommend approval.

Attachment



*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 118th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, Board of Trustees of St. Petersburg College, P.O. Box 13489, St. Petersburg, Florida 33733

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Anna Paulina Luna, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

- 1. Location.** Lessor shall lease to Lessee 1,433 square feet of office space located at Seminole Campus, 9199 113th Street North - Rooms L1305-310  
(Office street address)  
in the city, state and ZIP code of Seminole, FL 33772.  
(Office city, state and ZIP)
- 2. Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
- 3. Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2023 and ending January 2, 2025. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2025, which is the end of the constitutional term of the Congress to which the Member is elected.
- 4. Rent.** The monthly rent shall be \$1,791.25, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
- 5. Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- 6. Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
- 7. District Office Lease Attachment for 118th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress.
- 8. Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 9. Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 2 of 3 – 118th Congress)

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

*[Signature page follows.]*

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 3 of 3 – 118th Congress)

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

Board of Trustees of St. Petersburg Colleg

Rep. Anna Paulina Luna

\_\_\_\_\_  
*Print Name of Lessor/Landlord/Company*

\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Name:

Title:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

***This District Office Lease must be accompanied with an executed District Office Lease Attachment.***



## **District Office Lease Attachment**

(Page 2 of 5 – 118th Congress)

### **SECTION B (Additional Lease Terms)**

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

## **District Office Lease Attachment**

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

## **District Office Lease Attachment**

(Page 4 of 5 – 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

**District Office Lease Attachment**  
(Page 5 of 5 – 118h Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

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

Board of Trustees of St. Petersburg College  
\_\_\_\_\_  
*Print Name of Lessor/Landlord*

Rep. Anna Paulina Luna  
\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Name:

Title:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov
---

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)



*U.S. House of Representatives*  
Washington, D.C. 20515

## **Addendum to Lease**

### **Early Entry**

Following the execution of the Lease and prior to the commencement of the lease term, Lessor/Landlord shall allow the Office of the Chief Administrative Officer for the U.S. House of Representatives (“CAO”) and/or the Office of the House Sergeant at Arms (“SAA”) to have reasonable access to and to enter the leased space and surrounding public and common areas on behalf of the Lessee/Tenant for the purpose of assessing, constructing, and installing all cabling, wiring, equipment, apparatus, facilities and other networking, telecommunications, security materials, security devices, and security systems to be used at the leased space (“Early Entry”). Such Early Entry shall be permitted beginning January 3, 2023, and shall continue through the commencement date of the Lease, and shall include access and entry by contractors and subcontractors performing work on behalf of the CAO or the SAA. Early Entry by the CAO or the SAA shall be subject to the provisions of the Lease, with the exception that Lessee/Tenant’s obligation to pay rent as set forth in the Lease and any other charges required in the Lease shall not commence until the beginning of the lease term established in the Lease. At all times during the Early Entry period, neither the CAO nor the SAA shall unreasonably interfere with any activities of Lessor/Landlord in or around the leased space or the surrounding public and common areas. In the event Early Entry by the CAO or SAA interferes with Lessor/Landlord’s activities or otherwise disrupts Lessor/Landlord’s operations or the operations of other tenants, Lessor/Landlord may terminate any or all Early Entry rights of the CAO or the SAA immediately upon written notice. The CAO and/or the SAA shall be liable for any damage(s) resulting from Early Entry consistent with the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.

\_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Chief Administrative Officer,  
United States House of Representatives*

\_\_\_\_\_  
*Print Name of Lessor*

\_\_\_\_\_  
*Print Name of CAO*

Title: \_\_\_\_\_

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

January 24, 2023

**MEMORANDUM**

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

**FROM:** Tonjua Williams, Ph.D., President 

**SUBJECT:** Lease agreement between St. Petersburg College and Adam Anderson, Member of the Florida House of Representatives, for a Lease of Office Space at the Tarpon Springs Campus

**Authorization is requested to enter into a Lease Agreement with Adam Anderson, Member of the Florida House of Representatives. 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, in conjunction with Adam Anderson, Florida State Representative, has agreed to enter into a lease agreement for approximately 1,156 square feet of office space at the Tarpon Springs Campus in the Billarakis Building (Rooms BB035 through 039). The monthly rate of the lease is \$1,445. The term of this lease agreement will begin on January 24, 2023 and expire on November 30, 2024.

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.

Jamelle Conner, Vice President, Student Affairs; Janette Hunt, Vice President, Finance and Business Operations; Rodrigo Davis, Provost, Tarpon Springs Campus; and Mia Conza, General Counsel recommend approval.

Attachment

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is entered into this \_\_\_ day of January 2023, by and between the Board of Trustees of St. Petersburg College, whose principal address is P.O. Box 13489, St. Petersburg, Florida 33733 (**“College”**) and Adam Anderson, whose mailing address is 3030 N. Rocky Point Drive W., #150, Tampa, FL 33607 (**“Anderson”**).

**WITNESSETH:**

**WHEREAS**, Anderson serves as a State Representative in the Florida House of Representatives; and

**WHEREAS**, the College desires to Lease to Anderson, and Anderson 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 E. Klosterman Rd, 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 Anderson and Anderson does hereby lease from the College approximately 1,156 square feet of office space at the Tarpon Springs Campus in the Bilirakis Building Rooms TS-BB035 through BB039. 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.

Additionally, Anderson shall have access to and concurrent use of, together with the College and other tenants in the Tarpon Springs Campus, the common areas and shared space, of the Tarpon Springs Campus, including the hallways, corridors, stairways, elevators, and restrooms.

3. **TERM.** The term of this Lease shall be for a period of two (2) years commencing January 24, 2023 and terminating on November 30, 2024 (**“Term”**). Either party may terminate this Agreement at any time upon giving the other party no less than ninety (90) days’ notice from the date of termination set forth in the notice. Upon termination of the Lease Agreement as provided herein, Anderson shall pay all outstanding sums due and payable to the College pursuant to this Lease.
4. **BASE RENT.** Anderson shall pay to the College base rent for the Leased Premises for each year during the Term a monthly rate of \$1,445 (**“Base Rent”**) plus all applicable sales tax. 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 Anderson 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. Anderson shall provide telephone and internet service from its own provider.
6. USE. The Leased Premises shall be used and occupied by Anderson for administrative and business purposes, consistent with Anderson's duties as a Florida State Representative, 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.
7. HOURS OF USE. Unless otherwise agreed to by the College, the Premises shall be available during normal operational hours of the Tarpon Springs Campus. Anderson must notify the Tarpon Springs Campus provost office prior to accessing the Premises on the days the College is closed (e.g., holidays, professional development days) or at times outside of the normal operational hours of the Tarpon Springs Campus.
8. ALTERATIONS TO THE PREMISES. Anderson 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).
9. NO FURTHER ENCUMBRANCES. Anderson 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 Anderson.
10. DEFAULT. "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. The College shall at no time have any lien on any property in the leased premises that is owned or leased by the State of Florida or the Florida House of Representatives.
  - a. Anderson'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. Anderson's abandonment or vacation of the Leased Premises.
  - c. Anderson'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. Anderson'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 Anderson of such breach.
  - e. Use of the Leased Premises by Anderson other than as specified in Paragraph 6 or in noncompliance therewith.
  - f. Anderson's encumbrance of the Leased Premises or the fee, or allowing the Leased Premises or fee to be encumbered, or any other breach provision provided herein.
11. ASSIGNMENT. Anderson 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. Anderson shall obtain and maintain minimum general liability and property liability coverage in amounts not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate, covering the use of the Leased Premises, covering the use of all personal items and equipment brought on the premises, and shall provide a Certificate of Insurance evidencing such insurance coverage prior to occupying the Leased Premises. The Certificate shall name St. Petersburg College as an additional insured party. Anderson shall further, its expense, maintain workers' compensation insurance covering its own employees where required by law. Should any of the above-described policies be cancelled or modified before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
13. TAXES. Anderson 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 Anderson. Anderson 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. The College relies upon the State of Florida to provide funding for its programs and services. If the College is unable to continue with the operation of the Tarpon Springs Campus due to lack of funding from the State, the College may terminate this Lease Agreement.
15. THIRD PARTY CLAUSE. This Lease Agreement is for the sole benefit of Anderson 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 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 Anderson will discriminate in its employment practices, provision of services to Anderson or the College 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 Anderson 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 Anderson's operations thereon to ascertain Anderson's compliance with the provisions of this Lease at any reasonable time, and Anderson 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 Anderson hereunder of which Anderson is in default, including, without limitation, any remediation necessary due to environmental impact of Anderson's operations on the Leased Premises, without waiving or reducing Anderson's liability for Anderson'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 Anderson (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 Anderson, its officers, directors, agents, employees, contractors, invitees or licensees.

20. INDEMNITY. To the extent permitted by law, Anderson covenants and agrees to indemnify and hold harmless College, its trustees, officers, employees and agents from and against any and all losses, claims, liabilities, fines, injuries, and damages to persons or property (including personal and real property of Anderson), penalties, suits, and expenses of all kinds or nature, including reasonable attorney's fees (through appeal) which may be imposed upon, incurred by or asserted against College by reason of or arising out of any damages or injuries to personal property, real property, or to persons caused by or resulting from Anderson's operations, use or occupancy of the Leased Premises. Provisions of this paragraph shall survive termination of this Lease with respect to any loss, damage, death or injury occurring prior to termination.
21. 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, Anderson shall be entitled to any separate award made to Anderson which does not diminish the College's award, such as for loss of or damage to Anderson'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 Anderson has been reimbursed therefore by the condemning authority.
22. 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 Anderson'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 Anderson. (b) Notwithstanding anything contained in paragraph (a) above to the contrary, the College may terminate this Lease Agreement and shall have no obligation to Anderson 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 Anderson, 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 Anderson hereunder shall be forwarded to Anderson at the following address, until the College is notified otherwise:

Adam Anderson  
Attn: Anna Stearns  
P.O. Box 1046  
Tarpon Springs, FL 34689  
Anna.Stearns@myfloridahouse.gov

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 Anderson is notified otherwise:

St. Petersburg College  
Attn: Director of Facilities, Planning & Institutional Services  
P. O. Box 13489  
St. Petersburg, FL 33733  
With a copy to General Counsel's office

24. CONSTRUCTION OF LEASE. This Lease Agreement shall be governed by the laws of the State of Florida. Any changes in the applicable laws governing this Lease will necessitate a change in Lease terms and conditions, which may be affected thereby, at the time such changes may arise.
25. LOSS; DAMAGE; INJURY; DEFECTS. Anderson 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 Anderson's merchandise, equipment, fixtures or other personal property of Anderson or Anderson'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 Anderson 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 Anderson 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



Campus, 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 Anderson 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 of St. Petersburg College**

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

Dr. Tonjua Williams, President

**Adam Anderson**

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