

AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES February 19, 2019

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

SPECIAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS

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

III. COMMENTS

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

IV. REVIEW AND APPROVAL OF MINUTES

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

V. MONTHLY REPORTS

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

VI. STRATEGIC FOCUS AND PLANNING

A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

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

B. BUDGET AND FINANCE

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

C. ADMINISTRATIVE MATTERS

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

VII. CONSENT AGENDA

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

B. NEW BUSINESS

1. Workforce and Professional Development Curriculum Changes (*Action*)
2. GRANTS/RESTRICTED FUNDS CONTRACTS – None
3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
 - a. Lease Agreement between St. Petersburg College and Barry University – for lease of space at the Health Education Center (*Action*)
 - b. Lease agreement between St. Petersburg College and St. Petersburg Collegiate High School North Pinellas – for lease of space at the Tarpon Springs Campus (*Action*)
4. OTHER
 - a. Use of College Facilities by the Direct Support Organizations (*Action*)
 - b. St. Petersburg Collegiate High School North Pinellas Policies and Procedures Manual (*Action*)

VIII. INFORMATIONAL REPORTS

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

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

X. PRESIDENT’S REPORT

XI. NEXT MEETING DATE AND SITE

March 19, 2019, EpiCenter (1-453)

XII. ADJOURNMENT

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

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

***No packet enclosure**

Date Advertised: February 8, 2019

FGO Update

Presented by Shannon Ulrich

TOPICS

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



FGO Spring Projects

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



⚙️ FACULTY180



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

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Faculty: The digital portfolio platform incorporates SPC instructional evaluation criteria and course data reflection, providing electronic archive of activities and supporting documentation to

FGO Spring Projects

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



FGO Spring Projects



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



Learning Experience

◆ Student-Focus Groups (February/March)

- ◆ Tarpon Springs – 2/26
- ◆ Clearwater – 2/21
- ◆ Seminole – 2/28
- ◆ St. Pete Gibbs – 2/12
- ◆ DT/MT - TBD
- ◆ Online - TBD



◆ Committee Meeting (March)

- ◆ *How can we increase student success in minority males?*

Faculty Highlight: Achievement

◆ Sheree Greer (SPG, Communications)

◆ Author of the essay, “*Bars*”



Faculty Highlight: Achievement

- ◆ **David Monroe (SPG, Ethics)**

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



Questions or Comments?

Career Service Employee Council (CSEC)

February 19, 2019



Career Service Employee Council



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





Career Service Employee Council

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



Career Service Employee Council

- Recruiting membership





Career Service Employee Council

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



Career Service Employee Council

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



Career Service Employee Council

- Questions?



SPC Civic Engagement

Spring Semester 2019

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

Dr. Misty Kemp
Executive Director for Retention Services





Civic Engagement Activity Types

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

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



Spring Semester Civic Engagement*

- **Service Learning** – 2149 participants
 - Safe Harbor Homeless Outreach - 1,900 hours
 - Head Start Initiative - 360 hours
 - Safehouse - 100 hours
 - Political Science Course Civic Engagement Projects - 1000 hours
- **Community Volunteer Service** -880 students
 - PTK Citizens Alliance for Project STEM Project - 50 hours
 - Park Beautification Project - 175 hours
 - SLS Course Civic Engagement Projects - 750 hours

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



Spring Semester Civic Engagement*

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

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



2019 MLK Day of Service Project



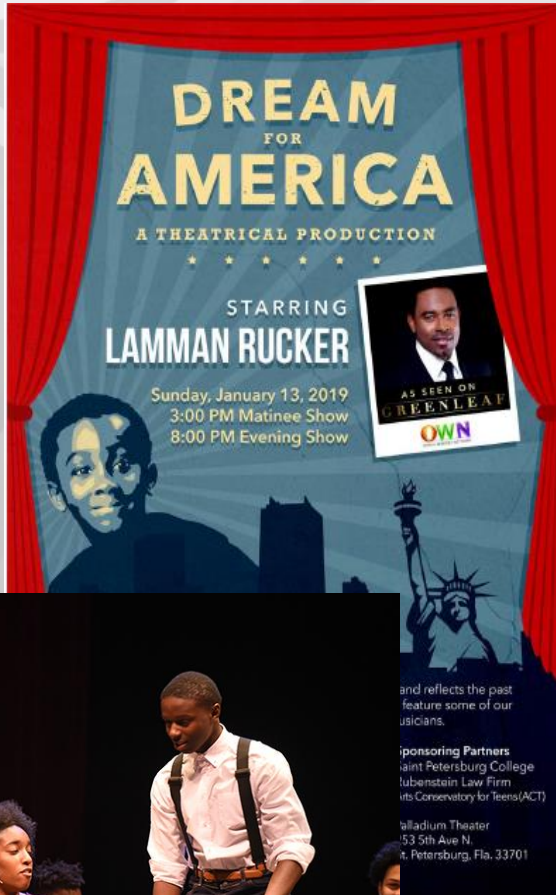
- **2019 MLK Grant Award:**

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





2019 Kick-Off



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

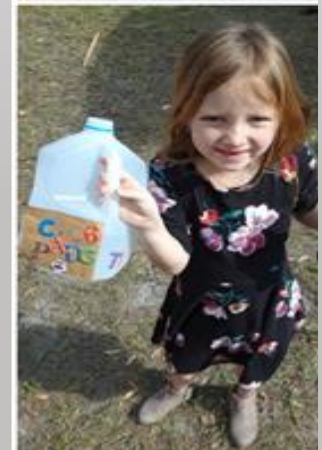
“Set in a diverse modern classroom, the play explored highly charged, real-life dramatic situations that are currently taking place in high schools across America today.”

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



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

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





MLK Looking Forward 2019-2020

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

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

Janette Hunt
February 19, 2019





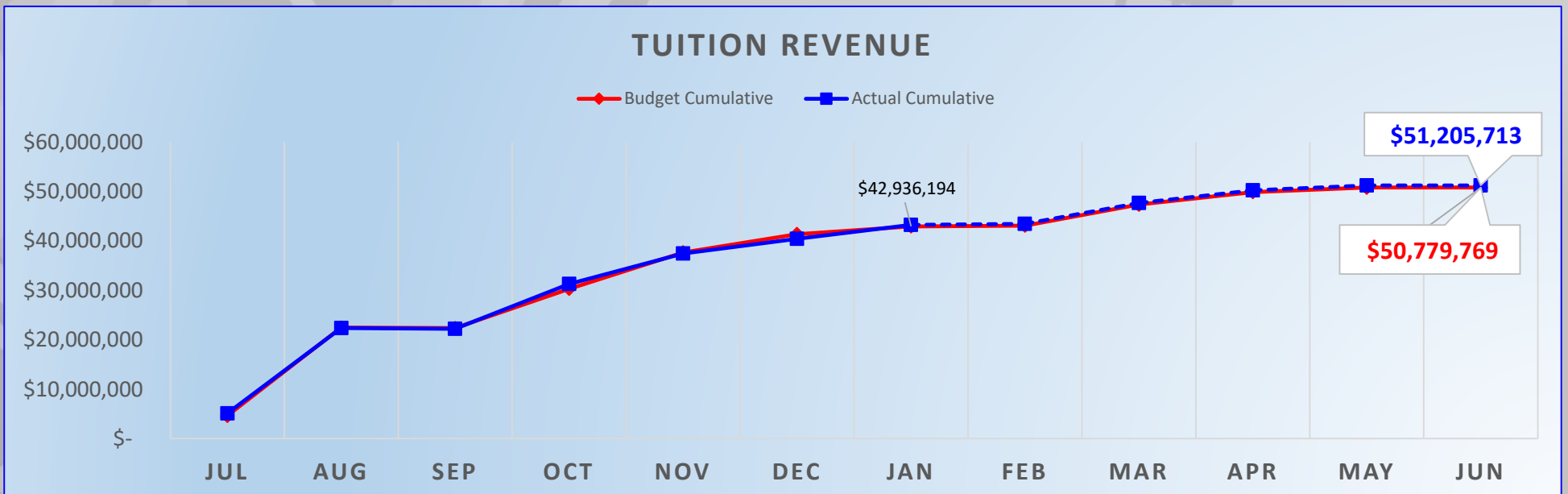
Budget Report

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



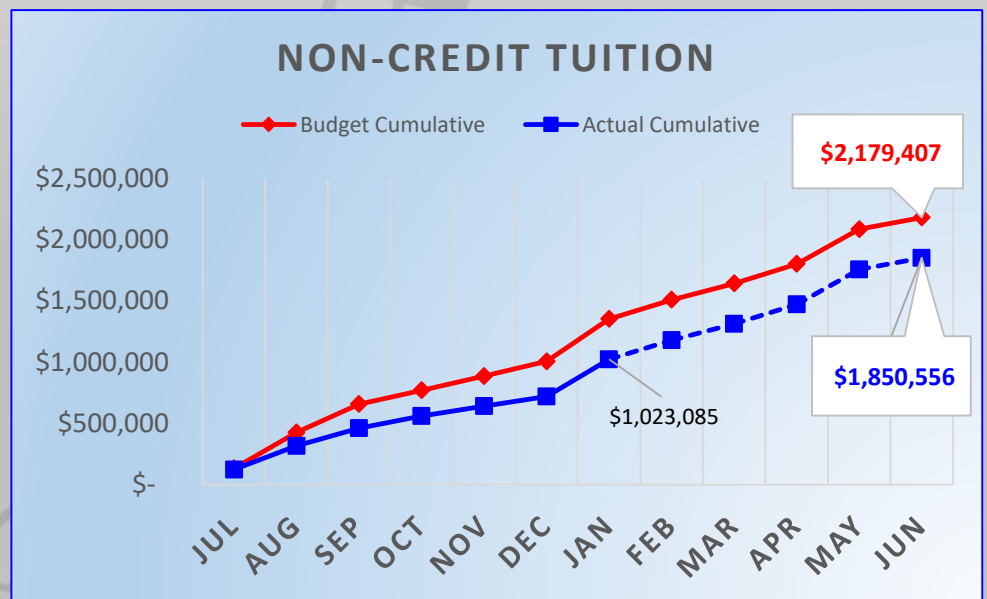
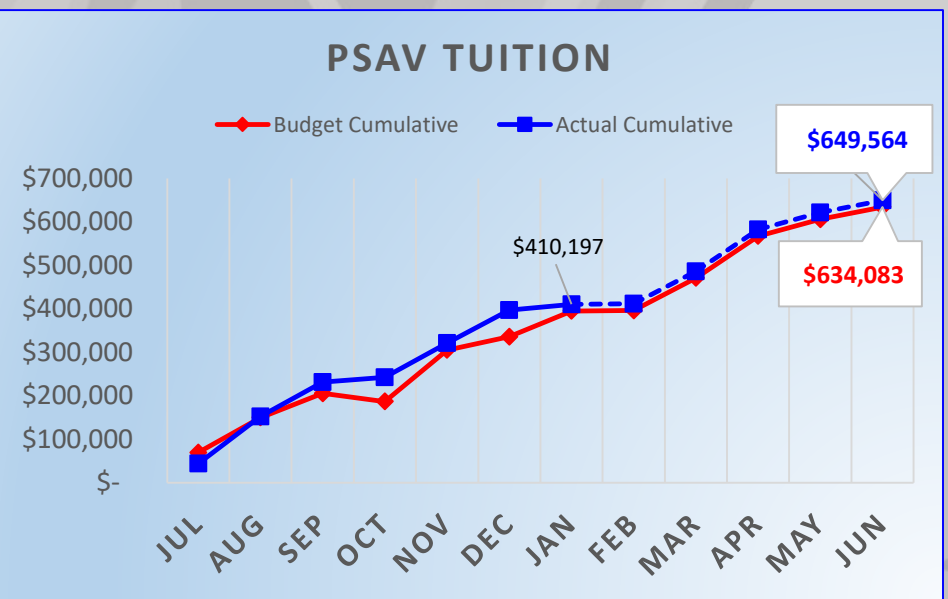
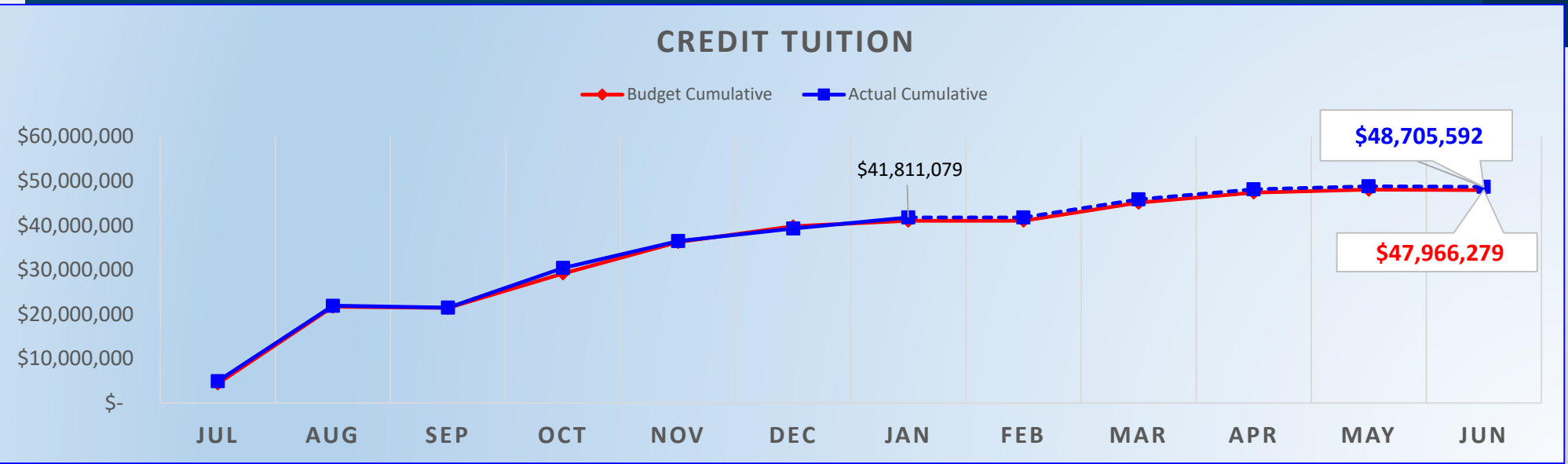
Report as of January 31, 2019

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





Report as of January 31, 2018



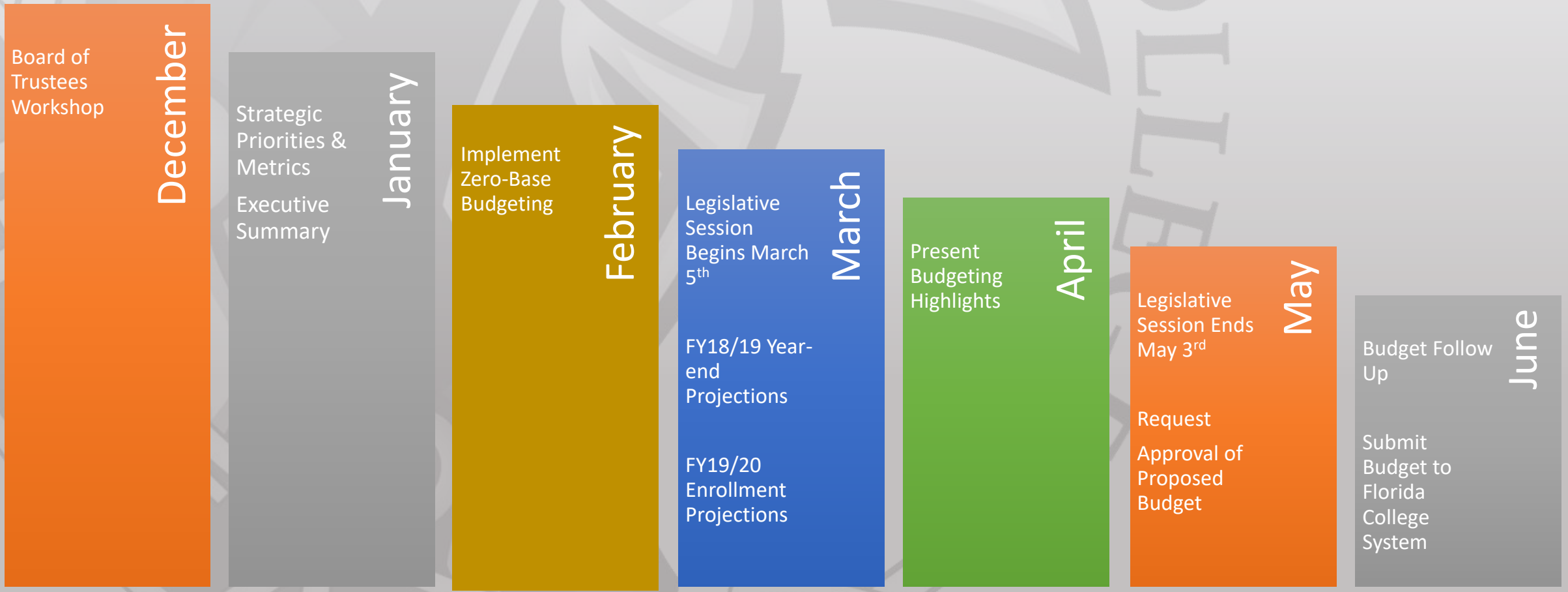


Report as of January 31, 2019

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



FY19-20 Budget Planning Timeline





Tuition Revenue

Percentage of Tuition Revenue

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

Questions




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

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

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

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

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

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

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

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

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


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

ND01292019

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

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

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

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

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

OPTION 1:

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

OPTION 2:

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

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

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

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

**Health Education Center
New Construction Design Request**

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





2016 – Board Review

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

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



Health Education Center – Renovation

Renovate HEC – Option 1 and Option 2

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



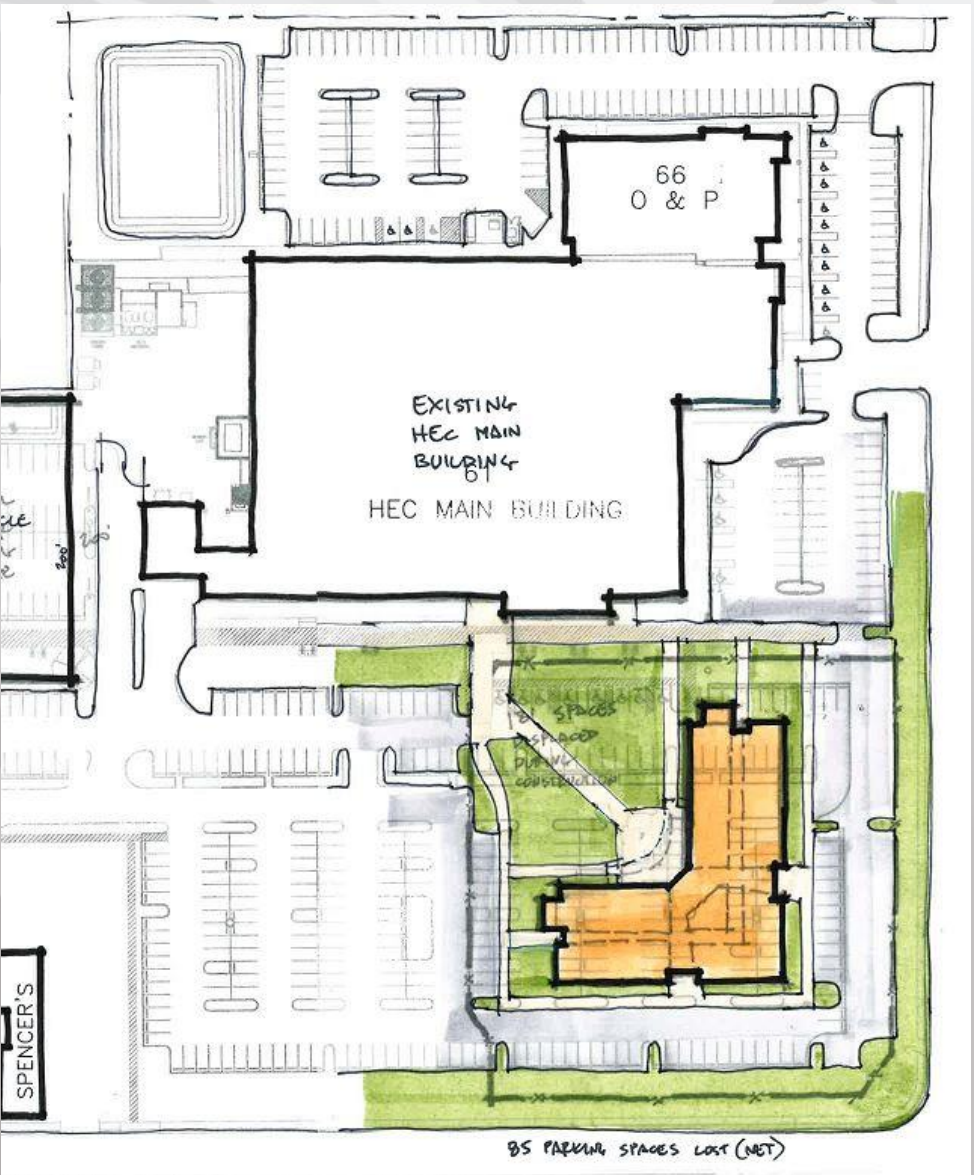
Health Education Center – Renovation

Renovate HEC – Option 1 and Option 2 continued:

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



Health Education Center – Birds Eye View





Health Education Center – Renovation Snapshot



ST. PETERSBURG/GIBBS CAMPUS

JOSEPH H. LANG STUDENT SUCCESS CENTER UPDATE

Board of Trustees Meeting
February 19, 2019





Project Update

Phase III- MEP, Roof, Glazing

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






Project Video

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

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

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


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

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

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

February 19, 2019

MEMORANDUM

TO: Board of Trustees St. Petersburg College
FROM: Dr. Tonjua Williams, President 
SUBJECT: Workforce Institute

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

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

- PRJ0102 Online PMP Project Management Certification Exam Preparation

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


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

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

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Barry University - Lease Agreement

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

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

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

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

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

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

Attachment

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

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

WITNESSETH:

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

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

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

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

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

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

less than 180 days' prior written notice. For purposes of this Agreement "Term" shall mean the initial term or any renewal term.

4. **BASE RENT.** **BARRY** shall pay to the College base rent for the Leased Premises in the amount of \$12.00 per square foot, which is \$2,094.00 per month and \$12,564.00 for the full six-month term, plus any applicable taxes. Payment shall be made on the first of each month.
5. The College will provide phone lines and internet access through a cable modem to the Leased Premises. **BARRY** shall reimburse the College for any and all costs and expenses associated with installation of any outlets, switches or databoards necessary to provide the phone lines and internet access.
6. **SECURITY.** The College will provide limited security to the Leased Premises in the form of periodic monitoring of the parking lot and the HEC Building by College security personnel during the hours of use set forth below in Paragraph 8.
7. **USE.** The Leased Premises shall be used and occupied by the **BARRY** for educational and administrative office purposes, consistent with the **BARRY**' mission and business purpose and for no other purposes. All use of the Leased Premises shall be in compliance with all laws. For purposes of this Agreement, "Laws" means all applicable present and future (i) federal, state, and local laws, statutes, ordinances, rules regulations, and codes and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; (iv) rules and regulations of the Board of Trustees of St. Petersburg College; and (v) rules, regulations and orders of quasi official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.
8. **HOURS OF USE.** Unless otherwise agreed to by the College in writing, the HEC shall be open from 7:00am to 10:00pm, Monday-Thursday, and 7:00am – 6:00pm on Friday.
9. **PARKING.** **BARRY** may use the parking lots owned by the College at the Health Education Center except for parking spaces designated for specific College personnel.
10. **SIGNAGE.** The College may provide, at the College's sole discretion, interior signage at the HEC Annex Building indicating the location of the Premises. Any signage shall comply with all applicable codes, rules, and regulations governing the same.

11. ALTERATIONS TO THE PREMISES. **BARRY** will not, without the College's prior written consent, which consent may be given or withheld in the College's sole discretion, make any material changes or alterations, additions or improvements in or about the Leased Premises. Such consent may be given in writing by the College's Facilities, Planning and Institutional Services, and shall be subject to the College's building and permitting department in compliance with the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), and the American's with Disability Act (ADA).

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

12. NO FURTHER ENCUMBRANCES. **BARRY** shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the College harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, materialmen and vendors in connection with any work performed upon the Leased Premises by or on behalf of **BARRY**.

13. DEFAULT. Default by **BARRY**. "Default" shall be the occurrence of any one or more of the following events which shall permit the College, subject to the cure periods herein stated, to immediately terminate this Agreement and take possession of the Leased Premises:

- a. **BARRYS'** failure to pay any sums payable to the College which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.
- b. **BARRY'S** abandonment or vacation of the Leased Premises.
- c. **BARRY'S** voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of the College.
- d. **BARRY'S** material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by the College to **BARRY** of such breach.
- e. The filing of any bankruptcy proceedings on behalf of or against the **BARRY**.
- f. Use of the Leased Premises by **BARRY** other than as specified in Paragraph 7 or in non-compliance therewith.
- g. **BARRY'S** encumbrance of the Leased Premises or the fee, or its allowing the Leased Premises or fee to be encumbered, or any other breach of the provisions in paragraph 11, herein.

14. ASSIGNMENT. **BARRY** shall not have the right to assign, sublease or otherwise dispose of this Agreement or any part thereof, or of its right, title or

interest therein or created thereby, or its power to execute this Agreement or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of the College, which consent may be withheld in the sole discretion of the College.

15. **INSURANCE.** **BARRY** shall maintain commercial liability insurance for personal injury and/or bodily injury including death, of not less than \$1,000,000 per person, or \$2,000,000 per occurrence. **BARRY** shall be required to maintain hazard insurance on its personal property located on or about the Leased Premises. The College shall be named as additional insured on all liability policies and a certificate of insurance shall be provided to the College prior to occupancy by **BARRY** of the Leased Premises. **BARRY** shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for **BARRY** employees working at the Leased Premises. **BARRY** shall require the insurance carrier notify College at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to College, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
16. **TAXES.** **BARRY** shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by **BARRY**. **BARRY** shall pay all applicable fees and taxes, if any, levied on the Leased Premises or **BARRY**' leasehold interest therein, or the contents thereof including but not limited to sales taxes, property taxes and stormwater fees, and provide notice to the College of the payment of the same.
17. **LATE CHARGE.** If any payment due to the College is not paid within thirty (30) days after its due date, **BARRY** shall pay a late charge equal to five percent (5%) of the late amount to compensate the College for the additional administrative expense and loss occasioned thereby. In addition, the College may assess a charge at the maximum rate allowable by law for any check from **BARRY** returned to the College for insufficient funds. The late charge provided herein may be waived by the College upon a showing of good cause by **BARRY** for such late payment.
18. **FUNDING FOR COLLEGE.** The College represents that it is a political subdivision existing under the laws of the State of Florida and is funded and relies upon the State for its programs and services. Should legislative appropriations be insufficient, to continue the operation of the Health Education Center Campus, including the Leased Premises, the College may terminate the Lease with thirty (30) days notice to **BARRY**, without further liability to **BARRY** or any third party.
19. **THIRD PARTY CLAUSE.** This Agreement is for the sole benefit of **BARRY** and the College and not for any third party. Except as expressly provided in

this Agreement, there are no third-party beneficiaries of this Agreement. This Agreement does not create or confer any legal claim or cause of action in favor 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.

20. **DISCRIMINATION.** Neither the College nor **BARRY** will discriminate in its employment practices, provision of services to College's students and the general public or otherwise on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities. The parties agree that sexual harassment constitutes discrimination on the basis of sex.

21. **BIOMEDICAL AND ENVIRONMENTAL/HAZARDOUS WASTE.** **BARRY** shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Leased Premises, or transport to or from the Leased Premises, any Hazardous Substances (as defined herein) or allow any other person or entity to do so. **BARRY** shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any applicable environmental laws, rules and regulations. **BARRY** shall indemnify, defend and hold the College harmless, including the College's directors, officers, employees, agents, successors and assigns, from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance or Biomedical Waste by **BARRY** on, under, about, to or from the Leased Premises, including without limitation all foreseeable consequential damages and the costs of any necessary repair, cleanup or detoxification of the Leased Premises. The College shall have the right to inspect the Leased Premises and audit **BARRY**' operations thereon to ascertain **BARRY**' compliance with the provisions of this Agreement at any reasonable time, and upon request, and the College shall have the right but not the obligation, to enter upon the Leased Premises and perform any obligation of **BARRY** hereunder of which **BARRY** is in default, including without limitation any remediation necessary due to environmental impact of **BARRY**' operations on the Leased Premises, without waiving or reducing **BARRY**' liability for **BARRY**' default hereunder. At the College's request, **BARRY** shall provide periodic certifications to the College of compliance with the provisions hereof. All terms and provisions of this paragraph shall survive expiration or termination of the Agreement for any reason whatsoever. "**Hazardous Substance**" means any substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any environmental

requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause a contamination or nuisance on the Leased Premises or any adjacent property or a hazard to the environment or to the health or safety of persons on the Leased Premises.

22. **RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.
23. **INSPECTION AND ACCESS TO PREMISES.** The College shall have the right to enter the premises at all times (except in the case of an emergency, in which case no prior notice need be given), upon reasonable notice to **BARRY**, to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements, or additions as the College may deem necessary or desirable at the College's expense, except for expenses incurred for such examination, surveying, repairs, alterations improvements or additions due to the actions of the **BARRY**, its officers, directors, agents, employees, contractors, invitees or licensees.
24. **INDEMNIFICATION.** **BARRY** covenants and agrees to indemnify, defend and hold harmless the College and its students, faculty, employees, staff and invitees from and against any and all loss, claims, liabilities, fines, injury and/or damages to persons or property (including personal and real property of the College), penalties, suits, attorney's fees, including but not limited to fees incurred for service in trial and appellate courts, and expenses by reason of or arising out of any damage or injury to personal property, real property, or to persons caused by or resulting from the acts and omissions of **BARRY** in its use or occupancy of the Health Education Center Campus or the Leased Premises.
25. **CONDEMNATION.** In the event of condemnation, the College may, in its sole discretion, terminate this Agreement as of the date the condemning authority takes title or possession, whichever first occurs. Any award or payment made in connection with a condemnation shall be the property of the College, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, **BARRY** shall be entitled to any separate award made to **BARRY** which does not diminish the College's award, such as for loss of or damage to **BARRY**' trade fixtures and removable personal property and any business damages or moving expenses. In the event that this Agreement is not terminated by reason

of such condemnation, the College shall, to the extent of severance damages received by College in connection with such condemnation repair any damage to the Leased Premises caused by such condemnation, except to the extent that **BARRY** has been reimbursed therefore by the condemning authority.

26. CASUALTY. If the Leased Premises is destroyed or substantially damaged by fire or other casualty, the College in its sole discretion may either: (i) rebuild the Leased Premises and rent/operating fee shall be abated until the **BARRY** is able to reoccupy the Leased Premises; or (ii) terminate this Agreement. If the College elects to terminate this Agreement as set forth herein, the College will repay the **BARRY** a pro-rata portion of the rent/operating fee paid during the quarter when the Leased Premises was destroyed or substantially damaged based upon the number of days remaining in such quarter.
27. PUBLIC RECORDS/STUDENT RECORDS. The provisions of Chapter 119, Florida Statutes; Family Educational Rights and Privacy Act (FERPA); and Section 1002.22, Florida Statutes shall apply to this Lease Agreement.
28. NOTICES. All notices given to **BARRY** hereunder shall be forwarded to **BARRY** at the following address, until the College is notified otherwise:

Barry University
Attn: Sue Rosenthal
11300 NE 2nd Ave
Miami Shores, FL 33161

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

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

29. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. Any changes in the applicable laws, which govern this Agreement, will necessitate a change in Lease terms and conditions, which may be effected thereby, at the time such changes may arise. In the event of any legal or equitable action arising from, growing out of or related to this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida, and the parties specifically waive any other jurisdiction and venue.
30. LOSS; DAMAGE; INJURY; DEFECTS. **BARRY** shall store its property in, and shall occupy the Leased Premises at, its own risk. The College shall not be

responsible or liable at any time for damage to **BARRY**' merchandise, equipment, fixtures or other personal property or **BARRY**' business regardless of the cause, unless such damage is due to the College's negligence or wrongful act. The College shall not be responsible or liable to **BARRY** for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to the College's negligence, wrongful act, or failure to comply with this Lease Agreement, the College shall not be liable for any defect in the Health Education Center, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of **BARRY** or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation, use of any of the Leased Premises, Health Education Center, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Downtown Center. Notwithstanding the foregoing, nothing provided herein shall act as a waiver of the College's sovereign immunity beyond that provided in Section 768.28, Florida Statutes.

31. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of this Agreement, the College warrants and covenants that **BARRY** shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.
32. SEVERABILITY. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
33. WAIVER. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
34. COMPLETE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
35. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be effective only on delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this

Agreement identical in form hereto but having attached to it one or more additional signature pages.

- 36. SURRENDER OBLIGATIONS. BARRY shall surrender the Leased Premises to the College at the expiration or sooner termination of this Agreement in good order and condition, broom clean, except for reasonable wear and tear. At its expense, BARRY shall remove from the Leased Premises all of its property and the College shall repair, at BARRY' sole cost and expense, any damage caused by BARRY' removal of its property. Any property of BARRY remaining on the Leased Premises after the expiration or sooner termination of the Agreement, may, at the option of the College, be deemed to have been abandoned, and in that case, those items may be retained by the College as the College's property to be disposed of by the College, without accountability to BARRY or any other party, in the manner the College determines, at BARRY' expense.

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

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

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

By:
Name:

BARRY:
Witnesses as to the BARRY:
By:
Name:


Barry University
By:
Name:
Its:

By:
Name:

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

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

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

The salient terms and conditions are set forth below:

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

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

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

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

Attachment

slg0131191

LEASE AGREEMENT

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

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

WITNESSETH:

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

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

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

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

Certain portions of the Michael and Evelyn Bilirakis College of Education Building (BB) consisting of approximately 12,008 square feet of exclusive use space, as delineated and set forth in Exhibit “A”, attached hereto and made a part of this Agreement, hereof. Any reference in the Agreement to the term Leased Premises or Premises shall hereafter refer to and mean the property described in this Paragraph 2.

3. **TERM.** The term of this Lease shall be for a period of thirty (30) years commencing July 1, 2019 (“**Term**”). Either party may terminate this Agreement at any time upon giving the other party no less than three hundred sixty (360) days notice from the date of termination set forth in the notice. This Lease Agreement shall automatically

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

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

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

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

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

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

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

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

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

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

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

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

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

21. CASUALTY.

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

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

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

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

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

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

St. Petersburg, College

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

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

29. COMPLETE AGREEMENT. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

30. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be effective only on delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Lease may be detached from any counterpart of this Lease without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Lease identical in form hereto but having attached to it one or more additional signature pages.

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

Witnesses as to the College:

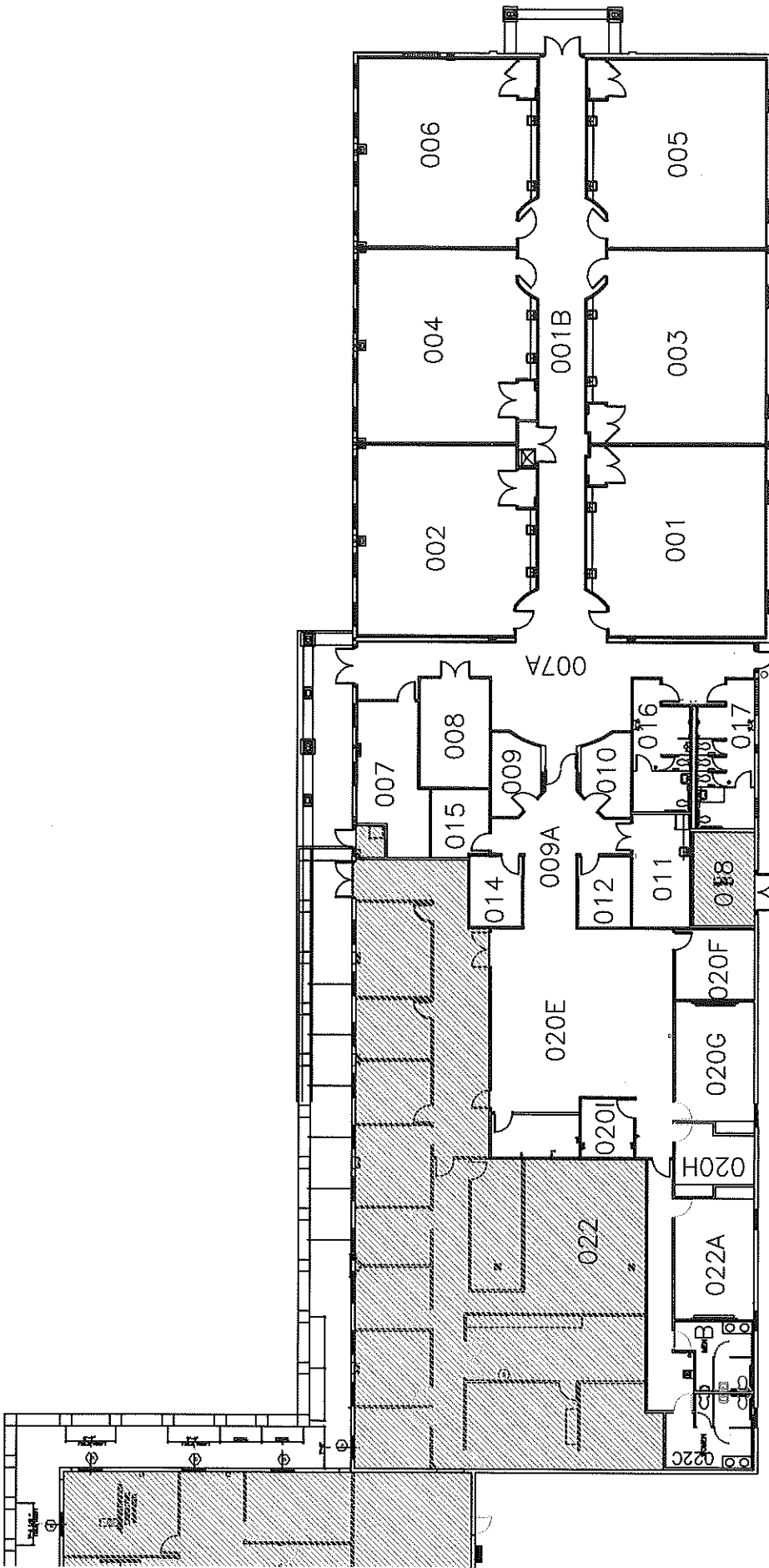
Board of Trustees
St. Petersburg College

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

Witnesses as to the SPCHSNP:

St. Petersburg Collegiate High
School North Pinellas

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



SHEET: 097-1
DATE: 01/28/19

SCALE: NOT TO SCALE
SITE: 05
BLDG: 097

ST. PETERSBURG COLLEGE - FACILITIES PLANNING & INSTITUTIONAL SERVICES
ST. PETERSBURG COLLEGIATE HIGH SCHOOL
TARPON SPRINGS CAMPUS



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

Total **12,008**

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President

SUBJECT: Use of College Facilities by the Direct Support Organizations

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

Listed below is the detail by Direct Support Organization:

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

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

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

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

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

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

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

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

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

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

Attachments

St. Petersburg Collegiate High School North Pinellas

Inventory Control Policy

Pinellas County Schools

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

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

Board of Trustees Rules and Procedures

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

6Hx23-5.13 PROPERTY RECORDS

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

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

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

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

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

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

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

P6Hx23-5.13 PROCEDURE: PROPERTY RECORDS

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

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

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

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

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

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

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

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

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

XI. Property Accountability, General

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

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

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

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

D. Responsibility of Facilities Planning and Institutional Services:

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

XII. Property Accountability - Temporary Transfers of Accountable Property

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

XIII. Property Accountability - Property Constructed by College Personnel

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

XIV. Property Accountability - Personal Property

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

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

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

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

XVII. Property Accountability - Donations

Donations to the College are categorized as follows:

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

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

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

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

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

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

P6Hx23-5.130 PROCEDURE: RECEIVING OF ACCOUNTABLE EQUIPMENT

Purchasing will generate purchase orders (7 copies).

The distribution will be:

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

Property Records will generate receiving reports (4 copies).

The distribution will be:

Site receiving (original and three copies).

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

RESPONSIBILITIES:

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

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

Property Records:

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

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

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

P6Hx23-5.132 PROCEDURE: LENDING AND RENTAL OF COLLEGE PROPERTY

Purpose:

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

Procedure:

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

- III. College equipment may be used off campus by employees for a college related activity. Form PR 415, Request for Temporary Removal of Equipment from the College, must be completed and approved by the site administrator or a member of president's cabinet before equipment may be used off campus.

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

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

St. Petersburg Collegiate High School North Pinellas

Enrollment/Admissions Policy

Informing Stakeholders

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

Information Meetings

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

Application Review

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

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

Conducting the Computerized Random Lottery

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

Contacting Parents and Enrolling Students

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

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

St. Petersburg Collegiate High School North Pinellas

Internal Controls Policy

Accounts

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

Revenues/Receivables

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

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

Billing Procedures

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

Payroll

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

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

Operating Expenses & Travel

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

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

Monthly Reports

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

February 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

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

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

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

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

The listing is by Purchase Order Number:

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

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

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

Change Orders listed in numeric order:

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

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

NA

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

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

The following are exceptions to competitive solicitations:

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

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

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

E. Food.

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

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

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

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


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

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

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

February 19, 2019

MEMORANDUM

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

Section B: Major Technology Contracts

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

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