#### AGENDA

#### ST. PETERSBURG COLLEGE BOARD OF TRUSTEES August 21, 2018

#### EPICENTER MEETING ROOM (1-453) 13805 -58<sup>th</sup> STREET N. Clearwater, FL

#### ANNUAL ORGANIZATIONAL 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. Mr. Eric Folsom (Attending)
  - 2. Mr. Jack Gartner (Attending)
  - 3. Ms. Wanda McCawthan (Attending)
  - 4. Ms. Peggy Zurro (Attending)
  - 5. Mr. Thon Dang (Not Attending)
  - 6. Ms. Zaharoula Grivizas (Not Attending)
  - 7. Dr. Kevin Murray (Not Attending)
  - 8. Dr. Susan Blanchard (Not Attending))
  - 9. Ms. Judy Colson (*Not Attending*)
  - 10. Ms. Vivian DeRussy (Not Attending)
  - 11. Ms. Joni Melville (Not Attending)
  - 12. Ms. Ourania Stephanides (Not Attending)
- B. Announcements
  - 1. New Dean College of Computer and Information Technology
  - 2. New Dean Allied Health Sciences
  - 3. New Associate Provost, Tarpon Springs Campus
  - 4. New Associate Provost, Downtown/Midtown Campus
  - 5. New Associate Vice President Human Resources
- C. Annual Organizational Meeting
  - 1. Election of Chairperson
  - 2. Election of Vice Chairperson
  - 3. Selection of Day for Regular Monthly Board Meetings
  - 4. Selection of Time for Regular Monthly Board Meetings
  - 5. Designation of Location for Special Board Meetings Held at Locations Other than the EpiCenter

D. Appointment of Board Members to Direct Support Organization Boards: SPC Foundation, Inc; Institute for Strategic Policy Solutions and Leepa-Rattner Museum of Art, Inc. (*Action*)

#### **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 June 19, 2018 (*Action*)

Board Workshop August 3, 2018 (Action)

#### V. MONTHLY REPORTS

A. General Counsel

#### VI. STRATEGIC FOCUS AND PLANNING

#### A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

- 1. Fall 2018 Enrollment Summary Dr. Patrick Rinard, Associate Vice President, Enrollment Services and Dr. Sabrina Crawford, Associate Vice President Institutional Effectiveness and Academic Services (*Presentation*)
- 2. Recruitment Plan Dr. Patrick Rinard and Dr. Stan Vittetoe, Provost, Clearwater Campus (*Presentation*)
- 3. Retention Plan Dr. Anne Cooper, Vice President, Academic Affairs and Mr. Jimmy Chang, Dean, College of Mathematics (*Presentation*)

#### B. BUDGET AND FINANCE

1. FY 2017-18 Year End Financial Report – Ms. Janette Hunt, Associate Vice President, Budgeting and Compliance (*Presentation*)

#### C. ADMINISTRATIVE MATTERS

- 1. Human Resources
  - a. Personnel Report (Action)
  - b. Health Insurance 2019 Plan Alternatives– Ms. Michelle Manteiga, Senior Manager, Benefits and Wellness (*Presentation/Action*)

#### VII. CONSENT AGENDA

#### A. OLD BUSINESS (items previously considered but not finalized)

- 1. Charter Agreement and Proposed Site Change for St. Petersburg Collegiate High School North Pinellas (*Action*)
- 2. Entry of Final Order, Division of Administrative Hearings (DOAH)- Marvin Bright (*Action*)\*

#### B. NEW BUSINESS

- 1. GRANTS/RESTRICTED FUNDS CONTRACTS
  - a. University of Central Florida, Center for Students with Unique Abilities Florida Postsecondary Comprehensive Transition Program (FPCTP) – Start-UP Grant (*Action*)
  - b. CareerSource Florida, Inc. –Quick Response Training (QRT) Grant Power Design, Inc. (*Action*)
  - c. U.S. Department of Justice: Office of Community Oriented Policing Services (COPS) – FY18 Community Policing Development Program (Action)
- 2. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000a. Replacement of Domestic Water Lines, Clearwater Campus (Action)
- 3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
  - a. Change Order #1, Final Accounting, and Certificate of Partial Project Acceptance, Project #301-D-16-3, Student Success Center, St. Petersburg/Gibbs Campus, Phase I (*Action*)
- 4. OTHER
  - a. Lease Agreement between St. Petersburg College and AMH Construction to lease storage space at the Tarpon Springs Campus (*Action*)
  - b. St. Petersburg Collegiate High School (SPCHS) Mental Health Assistance Allocation Plan for 2018-19 (*Action*)

#### VIII. INFORMATIONAL REPORTS

- A. Quarterly Informational Report of Contract Items
- B. Quarterly Informational Report of Exempt and Non-Exempt Purchases
- C. Quarterly Report of Dell Financial Agreements

#### IX. PRESIDENT'S EVALUATION

#### X. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing - None

XI. PRESIDENT'S REPORT

#### XII. NEXT MEETING DATE AND SITE

#### September 18, 2018, Clearwater ES 104

#### XIII. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting August 21, 2018, 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: August 10, 2018





### Dean, College of Computer & Information Technology

### Dr. James H. Stewart

- Dr. Stewart holds a doctorate degree in Computer Science from Colorado Technical University, a M.A. in Management from Antioch University in Yellow Springs, Ohio, and a B.S.B.A. in Finance from Xavier University in Cincinnati.
- Prior to joining SPC Dr. Stewart served as the Program Director for Cyber Security, Information Security, Information Technology and Professor at the Keiser University.
- He is a Subject Matter Expert (SME) in Information Technology (IT) and Management Solutions. For over 20 years, he has served in senior managerial positions for large organizations holding positions as the Chief Information Officer, Director of Distributed System Support, EDP Audit Officer, Sarbanes Oxley Compliance and Risk Management Consultant.
- In his academic career Dr. Stewart has also served as an Associate Computer Science Professor for Colorado Technical University and as a Professor of Computer Science for Florida SouthWestern State College.



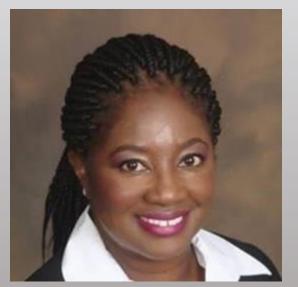


### Dean, Allied Health Sciences, College of Health Sciences

### Ms. Deanna Stentiford

- Ms. Deanna Stentiford holds an Educational Specialist degree from University of Florida in Higher Education Administration. Following her BAS degree in Dental Hygiene from West Liberty University, she continued her education at the University of Central Florida and attained a MA degree in Educational Leadership. She is currently completing the dissertation phase of a Ph.D. from the University of Florida. Ms. Stentiford also holds a position as Commissioner for the American Dental Association Commission on Dental Accreditation.
- Prior to joining SPC, Deanna was the Associate Dean of Health Sciences at the College of Central Florida where she worked for the past 25 years. During her tenure she developed many healthcare programs over the years and collaborated with many colleges to offer education to students on the CF campuses.





### Associate Provost, Tarpon Springs

### Dr. Jennifer Dale

- Dr. Dale comes to us from Hillsborough Community College, where she was the College Director of Academic Advising, Disabilities Resource Office, and Threat Assessment Manager.
- She received her Ed.D in Organizational Leadership/Conflict Resolution from Nova Southeastern University, an M.S. in Human Resources from North Carolina A&T State University, and a B.S. in Social Work from Winston Salem State University. Her experiences range from Student Services to Academic Program Management at both two- and four-year institutions.





### Associate Provost, Downtown/Midtown

### Mr. Patrick Booth

- Mr. Booth started his career at St. Petersburg College (SPC) as a Student Ambassador for Enrollment Management in 2002. During his 16 years with SPC, he has provided advisement and recruitment to students; processed student appeals' developed training videos; coordinated college-wide projects and worked to improve efficiency and processes. As the Director of Online Student Services, he has overseen the Online Advisement Center, which handles over 29,000 student visits each year.
- In 2017, Mr. Booth was awarded the John & Suanne Roueche Excellence Award for his leadership. He holds a M.Ed. from the University of South Florida and a BAS, AA, and Six Sigma Black Belt Certificate from St. Petersburg College.





### Associate Vice President, Human Resources

### Ms. Carol A. Sumter

- After a thorough search and interview process, Carol Sumter was selected to serve as Associate Vice President of Human Resources and began this role on July 16, 2018. Carol previously served as acting Executive Director of Human Resources from February 2018 to June 2018.
- Ms. Sumter is a veteran of the U.S. Army and holds a Bachelor of Science degree from the U.S. Military Academy and a Juris Doctorate and MBA from Emory University.
- Ms. Sumter brings 20+ years of business management experience, having served in leadership roles for Kaplan University, Uplift Education, Home Depot and SharpTurn Consulting. Ms. Sumter specializes in organizational leadership, change management, strategic planning, continuous process improvement, and customer relationship management.

August 21, 2018

#### **MEMORANDUM**

TO: Board of Trustees, St. Petersburg College

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

SUBJECT: 2018 - 2019 Proposed Board of Trustees Meeting Schedule

### Approval is sought to schedule the 2018-2019 St. Petersburg College Board of Trustees meetings according to the proposed schedule below.

Proposed meeting dates and locations:

August 21, 2018	Epi Center
September 18, 2018	Clearwater
October 16, 2018	EpiCenter
November 13, 2018	Downtown
December 11, 2018	Epi Center, Collaborative Labs (Board Workshop)
January 15, 2019	EpiCenter
February 19, 2019	Allstate Center
March 19, 2019	EpiCenter
April 16, 2019	EpiCenter
May 21, 2019	Seminole
June 18, 2019	EpiCenter
July	None

#### St. Petersburg College

#### 2018 - 2019 School Calendar

	August 2018								
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	May 2019								
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	June 2019								
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July 2019						
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**BOT Meetings** 



College Closed

#### **Direct Support Organizations**

#### Current assignments

SPC Foundation, Inc.

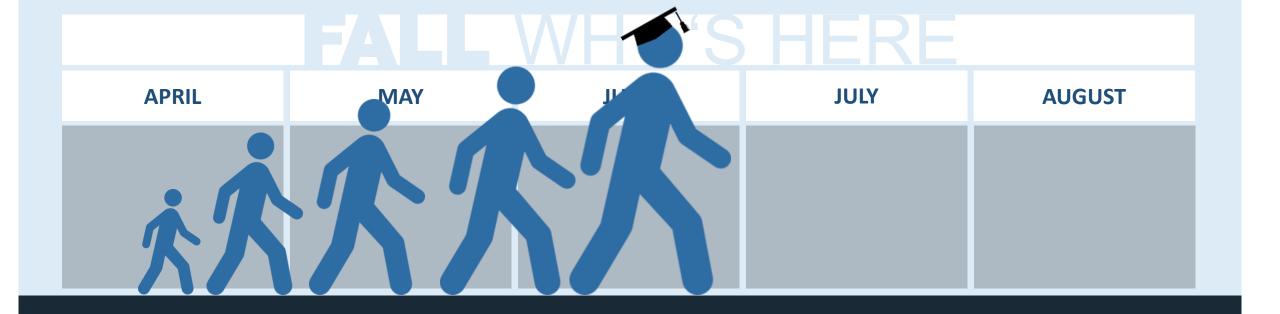
Katie Cole

Institute for Strategic Policy Solutions

Bridgette Bello

Leepa Rattner Museum of Art

Deveron Gibbons



## FALL 2018 ENROLLMENT SUMMARY

BOARD OF TRUSTEES MEETING AUGUST 21, 2018





### 2017-18 Budget/Actual

- We budgeted for -3.5% in enrollment
- We ended the year at -2.2% from prior year

2016-17 Actual SSH	2017-18 Actual SSH	Difference
564,863	552,632	-2.2%

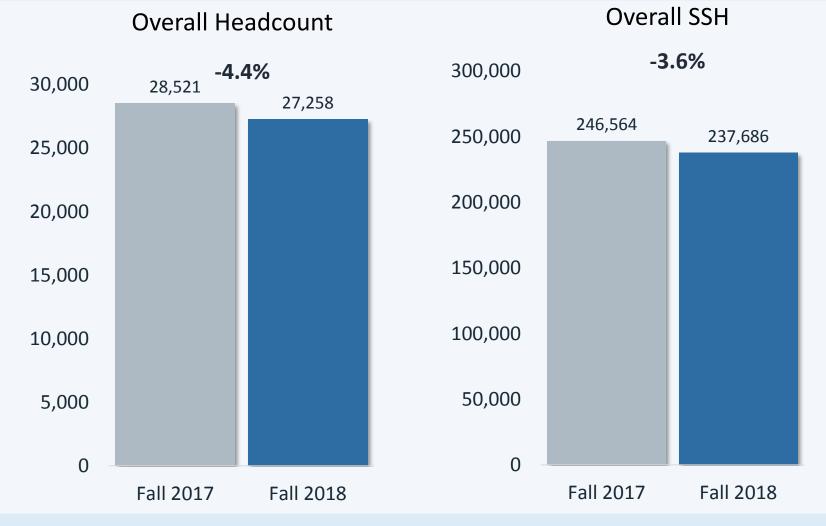
SSH= Student Semester Hours





St. Petersburg College

### **Overall** Enrollment



SSH= Student Semester Hours





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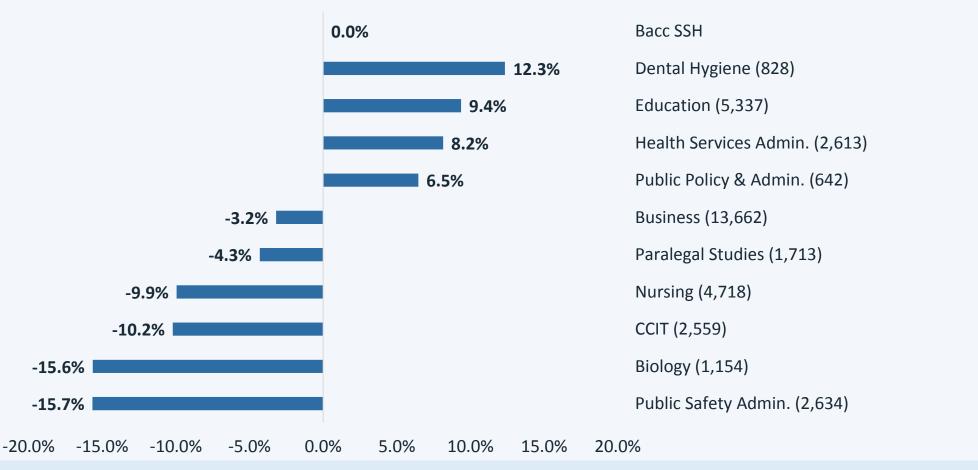
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### **Baccalaureate** SSH



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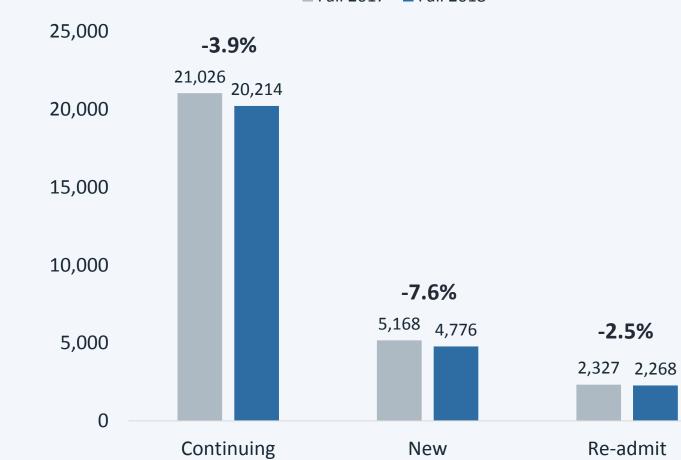
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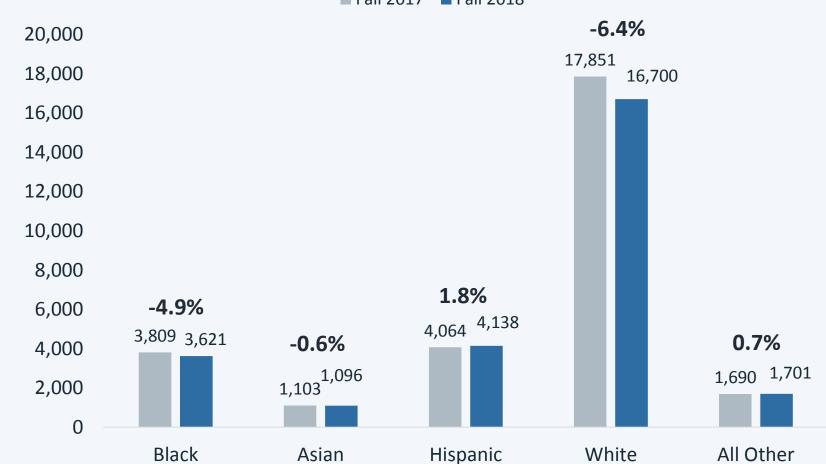


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■ Fall 2017 ■ Fall 2018

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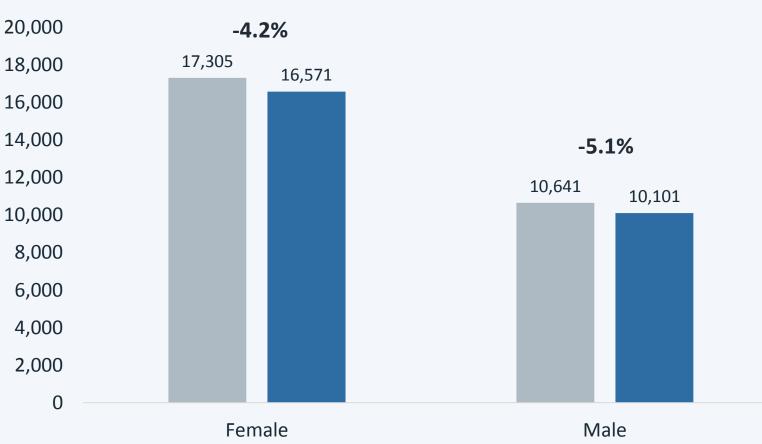
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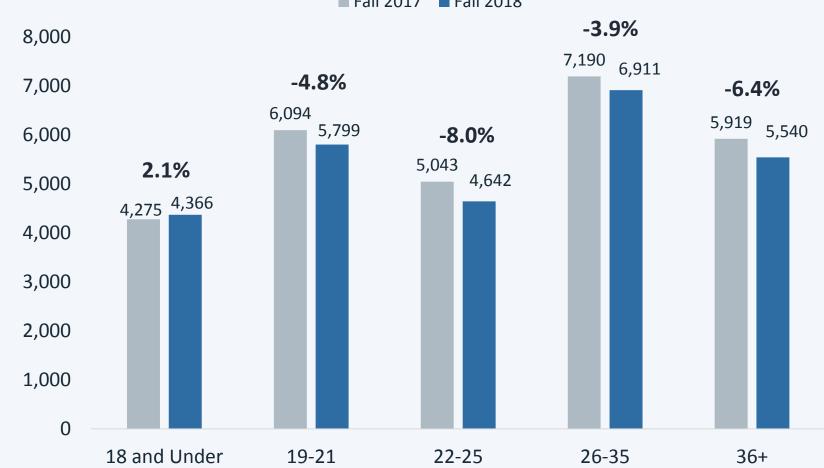
### Gender



#### ■ Fall 2017 ■ Fall 2018

St. Petersburg College

### **Enrollment by Age**



■ Fall 2017 ■ Fall 2018

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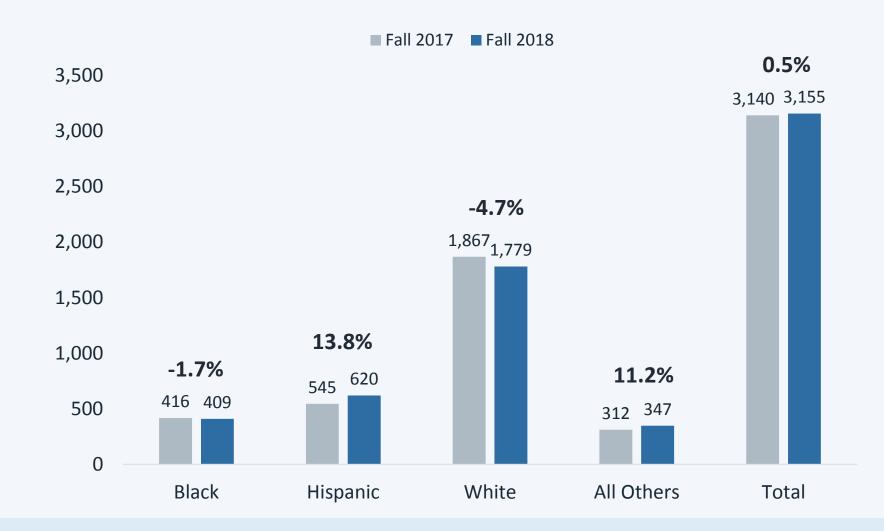


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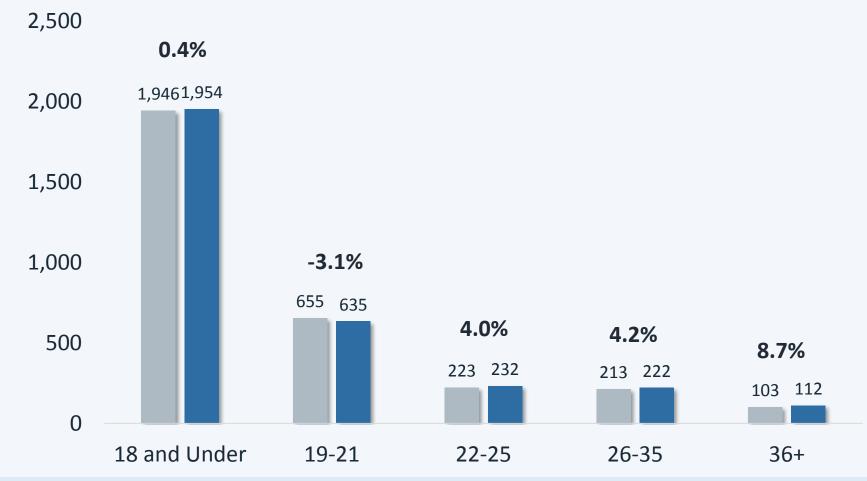
Spring 2017 Spring 2018

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Source: SPC Business Intelligence, Enrollment by Day through 8/11/2018

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### Fall to Fall Retention of FTIC

	Fall 2017 FTIC	# Enrolled Fall 2018		Total	# Not Enrolled Fall 2017
		Full-Time	Part-Time		
Full-Time	1,223	563	298	861 (70.4%)	362 (29.6%)
Part-Time	2,133	297	737	1034 (48.5%)	1099 (51.5%)
Total	3,356	860	1,035	1895 (56.5%)	1461 (43.5%)

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*Source: BI, Cohort Retention by Term > Overall Enrollment by Cohort data* 8/13/18

### **Pinellas County** Public HS

2018 Graduates	Pinellas Public School Name	2017	2018	% Change	2018 Yield
337	BOCA CIEGA HIGH	85	89	4.7%	26.4%
380	CLEARWATER HIGH SCHOOL	112	134	19.6%	35.3%
401	COUNTRYSIDE HIGH SCHOOL	130	161	23.8%	40.1%
348	DIXIE M. HOLLINS HIGH SCHOOL	88	87	-1.1%	25.0%
265	DUNEDIN HIGH SCHOOL	116	88	-24.1%	33.2%
490	EAST LAKE HIGH SCHOOL	138	127	-8.0%	25.9%
248	GIBBS HIGH SCHOOL	54	42	-22.2%	16.9%
256	LAKEWOOD HIGH SCHOOL	43	57	32.6%	22.3%
327	LARGO HIGH SCHOOL	99	94	-5.1%	28.7%
359	NORTHEAST HIGH SCHOOL	114	126	10.5%	35.1%
376	OSCEOLA HIGH SCHOOL	144	136	-5.6%	36.2%
555	PALM HARBOR UNIVERSITY HS	170	192	12.9%	34.6%
378	PINELLAS PARK HIGH SCHOOL	139	138	-0.7%	36.5%
388	SEMINOLE HIGH SCHOOL	167	143	-14.4%	36.9%
425	ST. PETERSBURG HIGH SCHOOL	80	94	17.5%	22.1%
278	TARPON SPRINGS HIGH SCHOOL	104	100	-3.8%	36.0%
5,811	Total	1,783	1,808	1.4%	31.1%

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Note: June 2018 graduates enrolled at SPC in Fall 2018; Data through 08/13/2018

### **Pinellas County** Private HS & Homeschooled

Pinellas Private School Name	2017	2018
ADMIRAL FARRAGUT ACADEMY	6	4
CALVARY CHRISTIAN HS	22	19
CANTERBURY SCHOOL - ST PETERSB	2	2
CLEARWATER CENTRAL CATHOLIC HI	12	13
INDIAN ROCKS CHRISTIAN SCHOOL	23	26
KESWICK CHRISTIAN SCHOOL	2	9
NORTHSIDE CHRISTIAN SCHOOL	12	11
SAINT PETERSBURG CATHOLIC HIGH	15	15
SHORECREST PREPARATORY SCHOOL	1	0
TOTAL	95	99
HOMESCHOOLED PINELLAS	79	74
HOMESCHOOLED FLORIDA	21	33
HOMESCHOOLED OUT OF FLORIDA	1	0
TOTAL	101	107

St. Petersburg College

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Note: June 2018 graduates enrolled at SPC in Fall 2018; Data through 08/12/2018 Source: PCS Data and HS applied and enrolled by day.sql

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Pasco County School Name	2017	2018
ANCLOTE HS	44	32
FIVAY HS	3	3
GULF HS	14	12
HUDSON HS	1	2
JW MITCHEL HS	53	57
LAND O'LAKES HS	2	3
PASCO COMPREHENSIVE HS	0	1
RIDGEWOOD HS	6	4
RIVER RIDGE MIDDLE & HS	16	12
SUNLAKE HS	1	3
WESLEY CHAPEL HS	0	1
WIREGRASS RANCH HS	1	2
ZEPHYRHILLS HS	3	2
TOTAL	144	134

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Note: June 2018 graduates enrolled at SPC in Fall 2018; Data through 08/13/2018 Source: HS applied and enrolled by school and day privates and pasco.sql

### 15,220 students awarded \$104.3 million!

- Average award package \$6,853 per year
  - Pell Grant 10,292 students awarded \$47.0 million
    - Average award \$4,567 per year
  - Scholarships and Waivers 1,353 students awarded \$2.8 million
    - Average award \$2,069 per year
  - Other grants 8,351 students awarded \$11.2 million
    - Average award \$1,341 per year
  - Student Loans 11,176 students awarded \$91.9 million
    - Average award \$8,223 per year

St. Petersburg College

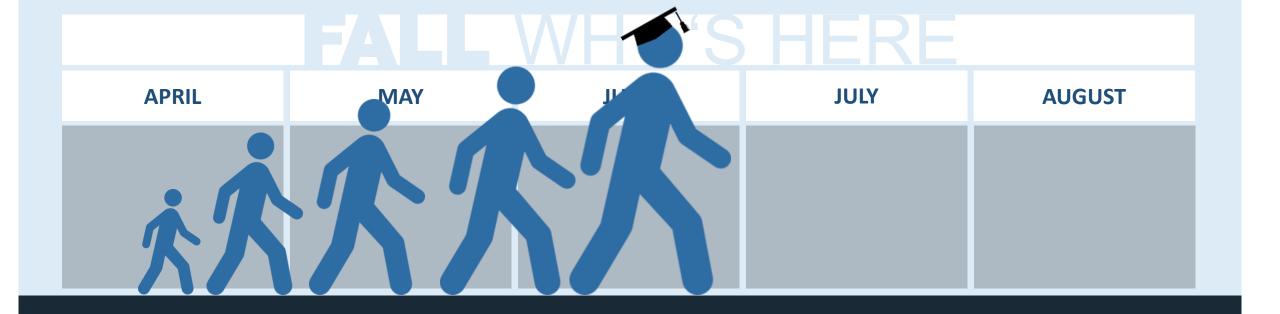
Increased loan counseling initiatives have resulted in lower borrowing levels and a slight decrease in the number of student borrowers

Data as of 8/3/2018

### **Noteworthy Observations**

- Headcount -4.4% and SSH -3.6%
- Baccalaureate SSH -3.6%
- FTIC enrollment is + **.5%**
- New student enrollment is -7.6%
- African American students overall is -4.9% and FTIC is -1.7%
- Hispanic students overall is +1.8% and FTIC is +13.8%
- FTIC 2017 Retention rate is 56.5%, down from 57.3% prior year
- Pinellas County graduates starting at SPC is +1.4%





# Questions?







# **RECRUITMENT** GOALS & OBJECTIVES

Board of Trustees Meeting August 21, 2018

### **Recruitment Defined**

At St. Petersburg College, we define student recruitment as follows:

A strategic focus on communicating the benefits of a post-secondary education and continuing education at SPC. Specifically, we will share the competitive advantages SPC offers to potential students and those who influence potential students in our service area and beyond. Our competitive advantages include:

Access	<b>Economic Mobility</b>
Affordability	Quality Education and Programs
Convenience	Seamless Transfer



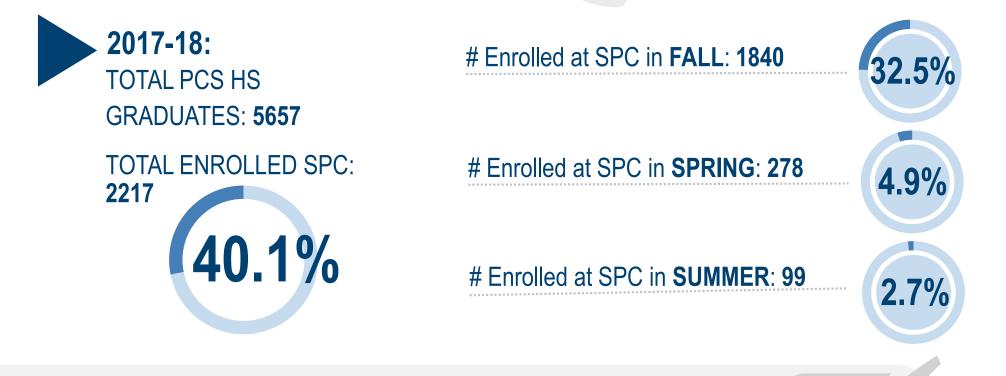
### **3-Year RECRUITMENT** GOALS

is the key to SUCCESS

GOAL # 1:	Increase yield of Pinellas County Public HS graduates that attend SPC within 1 year of graduation by <b>5%. Target = 45%</b>	
GOAL #2:	Increase enrollment in our AA partnership programs by <b>100%</b> (FUSE, IGNITE, UCF Online) <b>Target: 760</b>	
GOAL #3:	Increase Baccalaureate, AS, and CERT enrollment by <b>5%</b> to accommodate the non-traditional working adult <b>Target = 17,758</b>	
GOAL #4:	Increase # of admission applications received by <b>10%</b> Target = 20,926	
GOAL #5:	Increase number of students enrolled in Workforce Institute classes by <b>40%</b> Target = 6,032	
GOAL #6:	Increase FTIC Minority enrollment by <b>10%</b> Target = 1,950	
		MEASURE



### HIGH SCHOOL IMPACT



**GOAL # 1:** Increase yield of Pinellas County Public HS graduates that attend SPC within 1 year of graduation Target = **45%** 



### HIGH SCHOOL IMPACT Strategies

### **Strengthen Outreach**

- Assigned advisor and recruiter at each school
- Principals breakfasts
- High school counselor Career Connection training
- Educational ecosystem expansion
- Increase exposure to the Titan Experience

### Articulation

- Increase number of students awarded college credit in Career/Technical programs
- Market SPC to current dual enrolled, early college, and Collegiate HS

Increase annual yield to 45% over 3 years







### **AA PARTNERSHIP PROGRAMS**

 FUSE
 IGNITE

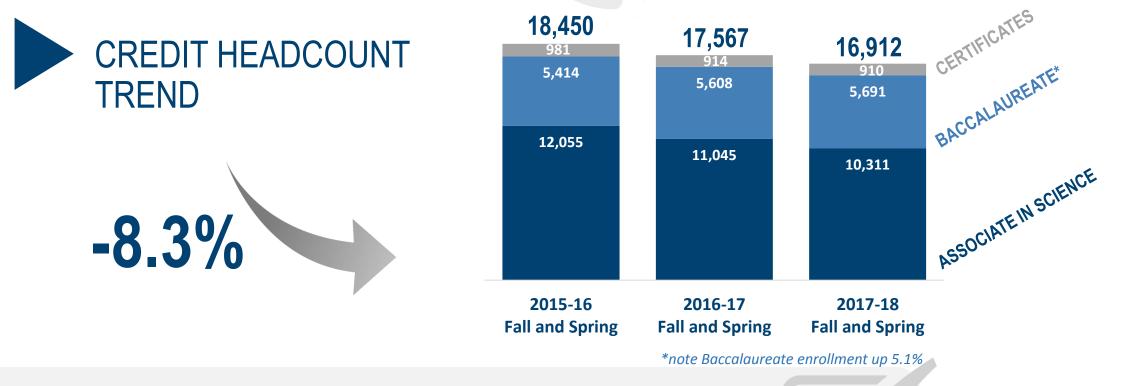
 Start Date: Fall 2016
 Start Date: Spring 2018

**GOAL #2:** Increase enrollment in our AA partnership programs by **100%** (FUSE, IGNITE, UCF Online) Target: **760** 





#### AS, CERTIFICATE, BACCALAUREATE ENROLLMENT



**GOAL #3:** Increase Baccalaureate, AS, and CERT enrollment by **5%** to accommodate the non-traditional working adult Target = **17,758** 





#### AS, CERTIFICATE & BS/BAS Strategies

#### **Strategies**

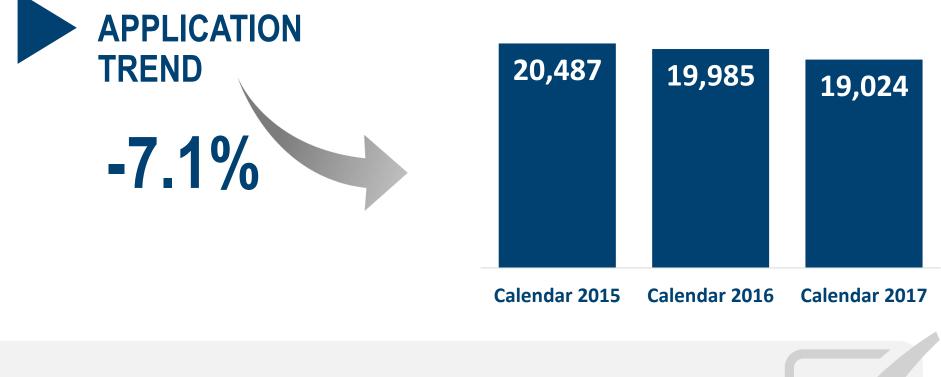
- Auto admit AS graduates into BAS programs Complete Florida
- Campus STEM events
- Academic Pathways stackable credentials
- Complete Florida
- Titan Thursdays
- Focus 2
- Promoting low enrollment, high-wage programs







#### **ADMISSIONS APPLICATIONS**



**GOAL #4:** Increase # of admission applications received by **10%** Target = **20,926** 





#### **ADMISSIONS APPLICATION** Strategies

#### Outreach

- Increase community presence
- Target Veterans, International students
- Target homeschool and private high school students
- Assist students with incomplete applications

#### **Partnerships**

- Florida College Access Network
- Apply Yourself Florida
- Headstart partnership
- Employers who offer tuition reimbursement













#### WORKFORCE INSTITUTE ENROLLMENT

## Number of students enrolled in Workforce Institute 2017-18 4,309

(This is a **23%** increase over last year)

**GOAL #5:** Increase number of students enrolled in Workforce Institute classes by **40%** over the next 3 years. Target = **6**,032





St. Petersburg

WORKFORCE INSTITUTE

Achieve 40% Growth in 3-Years

#### **WORKFORCE INSTITUTE** ENROLLMENT Strategies

Increase Community Engagement & Awareness to Target Priority Workforce Solutions

Accelerate Development of New Certificate Programs to Equip a Skilled Workforce

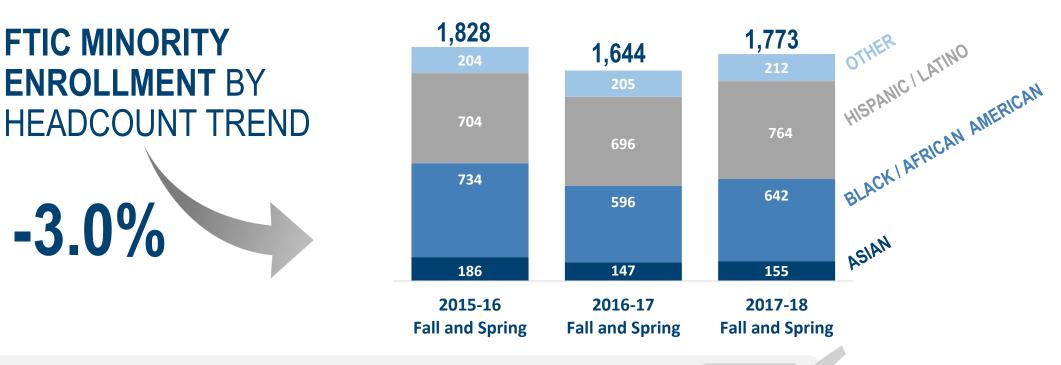
Expand offering to all SPC Campuses, Employer Sites and Online Platforms

Connect Workforce Certificates to Career Pathways leading to Degree Programs





#### FTIC MINORITY ENROLLMENT



**GOAL #6:** Increase FTIC Minority enrollment by **10%** Target = **1,950** 





#### FTIC MINORITY ENROLLMENT Strategies

yearup

REP R

#### **Outreach & Partnerships**

- Bridges to Baccalaureate Program
  - Summer STEM camp
- Hispanic Leadership Council
- Yearup
- Increase awareness of IGNITE and FUSE
- Pinellas Opportunity Council, Head Start Pinellas
- Religious Community Services (RCS)





#### **WEEKLY RECRUITMENT** SCORECARDS

	WEEK OF	# INCOMING	# APPLIED (within 1 month)	YIELD
INFORMATION TO APPLICATION YIELD	6/22 – 6/28	225	56	24.9%
	6/29 – 7/5	216	52	24.1%
	TERMS	# APPLICATIONS	# ENROLLED	YIELD
Fall PAID APPLICATION TO	Fall 2017	4,122	2,424	58.8%
ENROLLMENT YIELD	Fall 2018	3,294	2,009	61.0%
				MEASUREMEN is the key to S





# QUESTIONS?





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# **RETENTION PLAN**

Anne M. Cooper, PhD - Academic Affairs Jimmy Chang – Dean Mathematics

Board of Trustees Meeting August 21, 2018



Persistence	Term to term return rate.
Progression	Successful course completion.
Retention	Fall to Fall return rate.
Completion	Gain credential of value



#### **RETENTION** Background

Fall 2015 to Fall 2016							Fall 2016 to Fall 2017							
Fall-to-Fall Retention	Enrolled Fall 2015	Returning Fall 2016	Graduated 2015	% of Graduates	Retention Rate	Enrolled Fall 2016	Returning Fall 2017	Graduate d 2016	% of Graduates	Retention Rate				
All Students	27,872	15,130	3,920	14.1%	68.3%	26,593	14,132	4,163	15.7%	68.8%				
All FTIC	3,513	2,065	37	1.1%	59.8%	3,174	1,821	43	1.4%	58.7%				







#### **RETENTION** Background

- December 2016 BOT Strategic Workshop asked to develop college-wide Retention plan for 2017-18
- State Performance Funding Metrics 2 of the 4 factors (retention and completion)
  - Challenges based on previous years data
  - Desire to move from current Silver to Gold status
- Comprehensive Improvement Strategy Academic Pathways





#### **ACADEMIC** PATHWAYS

#### **3 Year Goals Key Performance Indicators to determine success:**

Credit Momentum - Increase 1.5%

Gateway Math and English Completion - Increase 2.2%
 Persistence – Increase 3%

Course Completion – Increase 3%



#### ACADEMIC PATHWAYS KEY PERFORMANCE INDICATORS

Ν	%	N	%		
2,671	100%	2,769	100%		
1,457	54.5%	1,585	57.2%		
524	19.6%	590	21.3%		
1,110	41.6%	1,196	43.2%		
503	18.8%	569	20.5%		
170	6.4%	225	8.1%		
160	6.0%	150	5.4%		
311	11.6%	408	14.7%		
1,143	42.8%	1,245	45.0%		
1,607	60.2%	1,706	61.6%		
1,010	37.8%	1,108	40.0%		
2,079	77.8%	2,196	79.3%		
32,618	71 50/	35,477	77 40/		
45,628	/1.5%	48,969	72.4%		
	2,671 1,457 524 1,110 503 170 160 311 1,143 1,607 1,010 2,079 32,618	2,671 100% 1,457 54.5% 524 19.6% 1,110 41.6% 503 18.8% 170 6.4% 160 6.0% 311 11.6% 1,143 42.8% 1,607 60.2% 1,010 37.8% 2,079 77.8% 32,618 71.5%	2,671         100%         2,769           1,457         54.5%         1,585           524         19.6%         590           1,110         41.6%         1,196           503         18.8%         569           170         6.4%         225           160         6.0%         150           311         11.6%         408           1,143         42.8%         1,245           1,607         60.2%         1,706           1,010         37.8%         1,108           2,079         77.8%         2,196           32,618         71.5%         35,477		

Fall 2016:

Fall 2017:

\*First-time Ever in College (FTEIC): A student who enrolls for the first time in college during the given fall term with no previous college level experience or credential.

\*\*These KPIs were not included in the previous request for the fall 2010-2015 cohorts.



#### **COURSE COMPLETION** Strategies

#### **Learning Experience – All Modalities**

- Course Syllabus available 3 days prior to start with clear expectations
- Course Gradebook ongoing feedback to students throughout the semester
- Course Success monitor weekly course withdrawals and end of term course success rates
- .Proactive outreach communication strategies for "unengaged" students
   Online Modality
  - Identify and contact faculty that are missing course items prior to term start
  - Increase faculty tool usage
  - Decrease faculty response time to students







#### **PERSISTENCE** Strategies

#### **Student Engagement Outside the Classroom**

- Utilization of Engage for Change Survey
- Track student participation in activities
- Monitor Career and Academic Community participation

#### **Learning Resources**

- Review and improve quality using new Point of Service survey
- Expand outreach to diverse populations
- Increase usage of Online learning resources and services









#### GATEWAY MATH AND ENGLISH Strategies

#### **BOT Procedure Change to ensure earlier completion**

• English within the first 6 credits and Math within the first 12 credits

#### **Specific Mathematics Department Strategies**

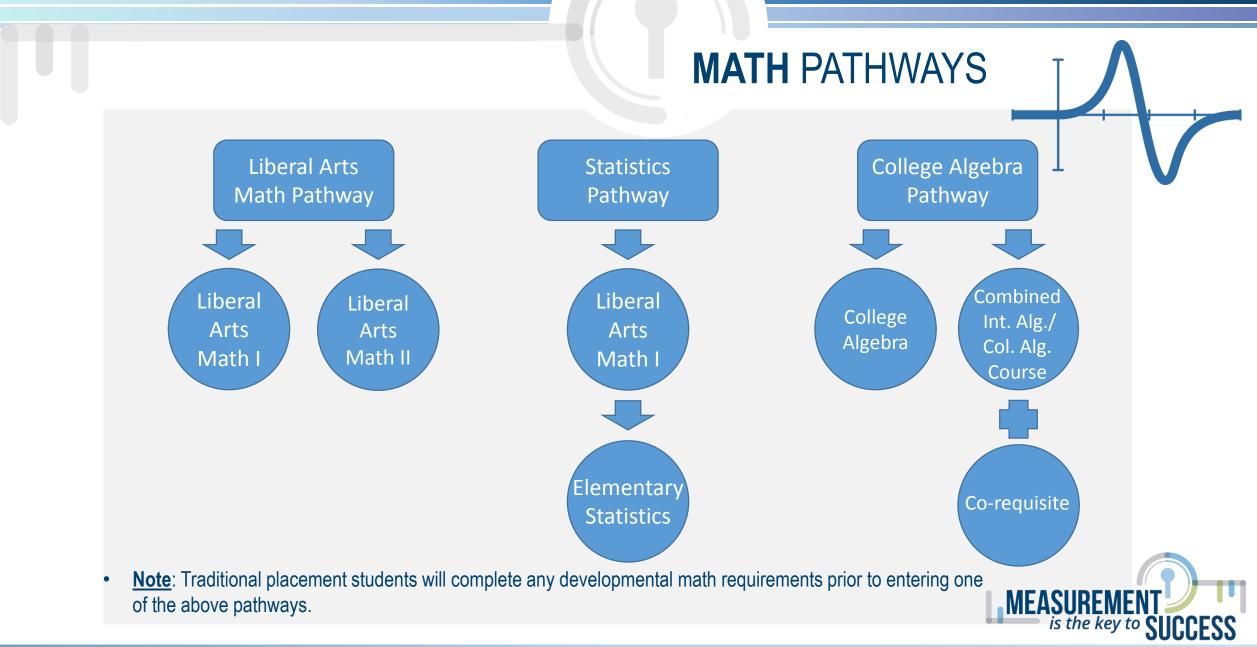
• Review and revise the current college-level math pathways to provide more accelerated and streamlined access

Increase by 2.2% over 3 years









#### **CREDIT MOMEMTUM** Strategies

#### **Career and Academic Community Milestones**

- Milestones identified for each 25% of program completion
- Academic and Student Service milestones
- Data monitored and shared Fall and Spring at Pathways Council

#### First Time Ever in College (FTEIC)

- Create a joint Academic Affairs and Student Services team to monitor FTEIC progression through Pathways
- KPIs to be shared annually











# **QUESTIONS?**

St. Petersburg College Board of Trustees Meeting Year End Budget Report

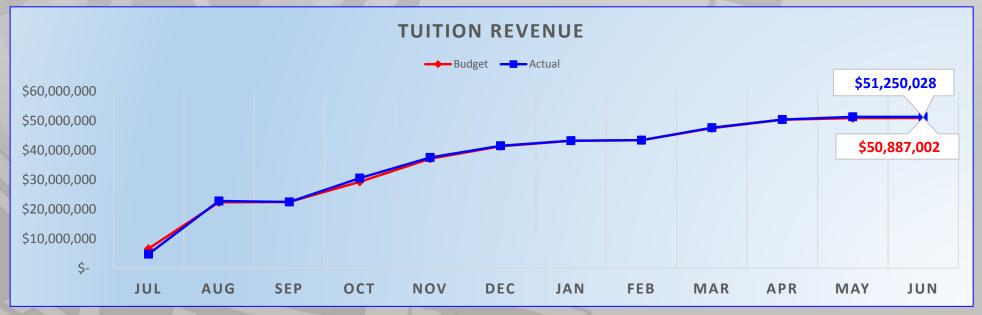
Janette Hunt August 21, 2018





### Report as of June 30, 2018

4	Prior Year	Prior Year	Prior			
	Budget	Actual	Year %	Budget	Actual	% of YTD
Revenue						
Student Tuition & Fees	\$ 68,364,047	\$ 63,258,626	92.5%	\$ 61,246,719	\$ 61,874,642	101.0%
State Funding	\$ 72,320,423	\$ 72,839,981	100.7%	\$ 71,793,706	\$ 71,836,871	100.1%
Other Revenues	\$ 5,397,200	\$ 5,324,711	98.7%	\$ 5,609,289	\$ 5,544,404	98.8%
Fund Transfers In	\$ 3,556,839	\$ 3,663,173	103.0%	\$ 3,782,619	\$ 3,207,475	84.8%
Reserves	\$ 4,464,452	\$ 3,528,769	79.0%	\$ 1,825,000	\$ 273,417	15.0%
Total Revenue	\$ 154,102,961	\$ 148,615,259	96.4%	\$ 144,257,333	\$ 142,736,809	98.9%





## Report as of June 30, 2018

4	Prior Year	Prior Year	Prior				
55	Budget	Actual	Year %		Budget	Actual	% of YTD
Personnel & Benefits							
Faculty	\$ 28,980,411	\$ 27,632,435	95.3%	\$	26,776,489	\$ 26,839,343	100.2%
Administrative & Professional	\$ 26,069,342	\$ 24,776,138	95.0%	\$	24,251,689	\$ 23,352,696	96.3%
Career Service (includes OT)	\$ 22,059,113	\$ 20,631,280	93.5%	\$	19,951,011	\$ 19,750,518	99.0%
Adjunct/Supplemental	\$ 14,341,325	\$ 14,845,184	103.5%	\$	13,549,064	\$ 14,491,760	107.0%
Other Personal Services (OPS)	\$ 2,896,867	\$ 2,322,399	80.2%	\$	2,041,007	\$ 1,813,536	88.9%
Student Assistants	\$ 428,000	\$ 240,899	56.3%	\$	428,000	\$ 256,001	59.8%
Health Insurance	\$ 11,854,771	\$ 15,457,687	130.4%	\$	14,931,773	\$ 14,613,705	97.9%
Other Benefits	\$ 11,700,630	\$ 12,712,028	108.6%	\$	11,280,323	\$ 12,142,403	107.6%
Total Personnel & Benefits	\$ 118,330,460	\$ 118,618,049	100.2%	\$ 2	113,209,356	\$ 113,259,962	100.0%
Current Expense							
Total Current Expense	\$ 32,341,920	\$ 27,727,836	85.7%	\$	28,278,499	\$ 27,426,524	97.0%
Capital							
Total Capital	\$ 3,430,581	\$ 2,269,373	66.2%	\$	2,769,478	\$ 2,050,322	74.0%
Total Operating	\$ 154,102,961	\$ 148,615,259	96.4%	\$ 2	144,257,333	\$ 142,736,809	98.9%
							_
Balance	\$	\$ 0		\$	-	\$ -	

## FY 2018 – 2019 Budget Update





### Performance Based Funding

- Budget Approved June 19, 2018
- SPC Silver Category
- Funding \$3,514,400
  - Institutional Investment \$1,757,200
  - State Investment \$1,757,200

## Questions



#### St. Petersburg College Budget Report As of June 30, 2018

		Prior Year Budget		Prior Year Actual	Prior Year %		Budget		Actual	% of YTD
Revenue										
Student Tuition	\$	56,560,516	\$	52,644,348	93.1%	\$	50,887,002	\$	51,250,028	100.7%
State Appropriation - FCS	\$	51,695,712	\$	51,769,362	100.1%		53,548,581	\$	53,578,960	100.1%
State Appropriation - Lottery	\$	16,693,508	\$	16,693,508	100.0%	\$	14,231,049	\$	14,231,049	100.0%
Performance Funding	\$	3,652,774	\$	3,652,774	100.0%	\$	3,514,076	\$	3,514,076	100.0%
<b>Operating Cost for New Facilities</b>	\$	128,429	\$	128,429	100.0%	\$	-	\$	-	0.0%
Learning Support Access Fee	\$	1,834,042	\$	1,610,829	87.8%	\$	1,639,890	\$	1,556,572	94.9%
Distance Learning Fee	\$	3,814,485	\$	3,636,652	95.3%	\$	3,526,830	\$	3,790,595	107.5%
Technology Fee	\$	2,818,596	\$	2,543,547	90.2%	\$	2,508,569	\$	2,449,165	97.6%
Lab Revenue Fees	\$	1,714,401	\$	1,965,875	114.7%	\$	1,592,067	\$	1,960,467	123.1%
Industry Certifications	\$	150,000	\$	595,908	397.3%	\$	500,000	\$	512,786	102.6%
Other Revenues	\$	5,397,200	\$	5,324,711	98.7%	\$	5,609,289	\$	5,544,404	98.8%
Other Student Fees	\$	1,622,007	\$	857,376	52.9%	\$	1,092,361	\$	867,815	79.4%
Fund Transfers In	\$	3,556,839	\$	3,663,173	103.0%	\$	3,782,619	\$	3,207,475	84.8%
Reserve	\$	4,464,452	\$	3,528,769	79.0%	\$	1,825,000	\$	273,417	15.0%
Total Revenue	\$	154,102,961	\$	148,615,259	96.4%	\$	144,257,333	\$	142,736,809	98.9%
	<u> </u>	Prior Year		Prior Year	Prior		<u> </u>			% of
		Budget		Actual	Year %		Budget		Actual	YTD
Personnel & Benefits		Dudget		Actual	rear /		Dudget		Actual	
Instructional/Faculty-Full time	\$	28,980,411	\$	27,632,435	95.3%	Ś	26,776,489	\$	26,839,343	100.2%
Administrative & Professional	\$	26,069,342	\$	24,776,138	95.0%		24,251,689	\$	23,352,696	96.3%
Career Service (includes OT)	\$	22,059,113	\$	20,631,280	93.5%		19,951,011	\$	19,750,518	99.0%
Adjunct/Supplemental	\$	14,341,325	\$	14,845,184	103.5%		13,549,064	\$	14,491,760	107.0%
Other Personal Services (OPS)	\$	2,896,867	\$	2,322,399	80.2%		2,041,007	\$	1,813,536	88.9%
Student Assistants	\$	428,000	\$	240,899	56.3%		428,000	\$	256,001	59.8%
Health Insurance	\$	428,000	\$	15,457,687	130.4%		14,931,773	\$	14,613,705	97.9%
Other Benefits	\$	11,700,630	\$	12,712,028	108.6%		11,280,323	\$	12,142,403	107.6%
Total Personnel & Benefits	\$	118,330,460	Ś	118,618,049		-	113,209,356		113,259,962	100.0%
	Ļ	110,550,400	Ļ	110,010,049	100.276	Ļ	113,209,330	Ļ	113,233,302	100.078
Current Expense										
Travel	\$	629,676	\$	880,940	139.9%	\$	311,583	\$	462,080	148.3%
Repairs & Maint	\$	872,674	\$	953 <i>,</i> 500	109.3%	\$	886,195	\$	988,073	111.5%
Rental/Leases	\$	445,340	\$	232	0.1%	\$	140,050	\$	(21,610)	-15.4%
Insurance (Non Health)	\$	1,708,272	\$	1,664,223	97.4%	\$	1,758,611	\$	1,908,654	108.5%
Utilities	\$	5,800,000	\$	4,975,309	85.8%	\$	5,260,407	\$	5,408,158	102.8%
Services and Fees	\$	7,734,988	\$	7,475,890	96.7%	\$	6,033,319	\$	7,007,820	116.2%
Scholarships/Fee Waivers	\$	1,559,895	\$	2,579,732	165.4%	\$	2,423,463	\$	2,676,006	110.4%
Materials and Supplies	\$	5,928,526	\$	4,324,833	72.9%	\$	4,476,333	\$	3,678,068	82.2%
Tech Expense/Licensing	\$	2,805,757	\$	2,786,243	99.3%	\$	2,594,386	\$	2,969,921	114.5%
Bad Debt/Unemployment	\$	1,147,782	\$	748,531	65.2%	\$	1,003,810	\$	962,729	95.9%
Other Current Expense	\$	3,709,010	\$	1,338,402	36.1%	\$	3,390,342	\$	1,386,627	40.9%
Total Current Expense	\$	32,341,920	\$	27,727,836	85.7%	\$	28,278,499	\$	27,426,524	97.0%
Capital										
Computer Refresh Leases	\$	2,904,221	\$	1,837,244	63.3%	ć	2,379,879	\$	1,699,548	71.4%
Capital Purchases	\$	526,360	ې \$	432,129	82.1%		389,599	ڊ \$	350,774	90.0%
Total Capital	\$	3,430,581	ې \$	2,269,373	66.2%		2,769,478	<u>ې</u> \$	2,050,322	74.0%
	ڊ	5,750,501	ڔ	2,203,313	00.270	Ļ	2,703,470	Ļ	2,030,322	74.070
Total Operating	\$	154,102,961	\$	148,615,259	96.4%	\$	144,257,333	\$	142,736,809	98.9%
Balance	\$	-	\$	0		\$		\$	-	
	<u>+</u>		7			7		7		

#### August 21, 2018

**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				
Stentiford, Deanna N	Dean, Allied Health Sciences	Academic & Student Affairs	7/2/2018 - 6/30/2019				
Stewart Jr, James H	Dean, College of Computer & IT	Academic & Student Affairs	7/2/2018 - 6/30/2019				
Russell, Thomas F	Dir, Procurement/Asset Mgmt	Accounting Services	7/2/2018 - 6/30/2019				
Westmoreland, Joshua F	Systems Analyst	Administrative Information Sys	6/18/2018 - 6/30/2019				
Trujillo, Angela E	Career & Academic Advisor	Associate Provost Office DT	7/2/2018 - 6/30/2019				
Alicea, Destinymarie A	Career & Academic Advisor	Associate Provost Office MT	7/2/2018 - 6/30/2019				
Craig, Lori M	Grant Proj Mgr, Mechatronics	Engineering Technology CL	7/2/2018 - 6/30/2019				
Williamson, Lindsay S	Nursing Skills Facilitator	Nursing HC	8/6/2018 - 6/30/2019				
Saponare, Joseph N	Rangemaster	Provost Office AC	7/23/2018 - 6/30/2019				

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TRANSFER/PROMOTION Budgeted Administrative & Professional						
Name	Title	Department/Location	Effective Date			
Rinard, Patrick W	AVP, Enrollment Services	Academic & Student Affairs	7/1/2018 - 6/30/2019			
Crawford, Sabrina A	AVP, Instit. Effect. & Academic Services	Academic Affairs	8/13/2018 - 6/30/2019			
Huetson, Linda J	Career & Academic Advisor	Associate Provost Office DT	7/23/2018 - 6/30/2019			
White, David G	Career & Academic Advisor	Associate Provost Office SPG	6/18/2018 - 6/30/2019			
Meigs, Michael C.	Acting AVP, Bus. & Financial Services	BusSVITSystems	8/2/2018 - 6/30/2019			
Hopkins, Dorothy	Dir, Business Data Management	BusSVITSystems	8/1/2018 - 6/30/2019			
Voorhees, Theodore D	A V Services Coordinator	Desktop Software Support	8/6/2018 - 6/30/2019			
Pantelides, Sherry K	Coord, Early College/Dual Enrl	Early College/Dual Enrollment	7/23/2018 - 6/30/2019			
Small, Janine P	Coord, Early College/Dual Enrl	Early College/Dual Enrollment	7/23/2018 - 6/30/2019			
Sumter, Carol A	AVP, Human Resources	Human Resources	7/16/2018 - 6/30/2019			
Louis, Louisana	Acting Dean of Nursing	Nursing HC	7/2/2018 - 6/30/2019			
Conner, Jamelle J	VP, Student Affairs	President Office	7/1/2018 - 6/30/2019			
Griffith, Tashika O	Provost	Provost Office DT	7/2/2018 - 6/30/2019			
Shenofsky, Allison N	Veteran Affairs Coordinator	Veterans Services	7/23/2018 - 6/30/2019			

<b>REORGANIZATION B</b>	udgeted Administrative & Professi	onal	
Name	Title	Department/Location	Effective Date
Cheese, Antonia M	Articulations Outreach Spec	Academic & Student Affairs	7/1/2018 - 6/30/2019
Ziemak, Kellie A	Dir, Career & Acad Adv Svcs	Academic & Student Affairs	7/1/2018 - 6/30/2019
Fox, Djuan E	Director, Academic Services	Academic & Student Affairs	7/1/2018 - 6/30/2019
Oliver, Brian D	Assoc IT InfrastructureAnalyst	Administrative Information Sys	7/1/2018 - 6/30/2019
Van Nostrand, Thomas M	Assoc IT InfrastructureAnalyst	Administrative Information Sys	7/1/2018 - 6/30/2019
Stanisic, Zoran	Chief Information Officer	Administrative Information Sys	7/1/2018 - 6/30/2019
Parker, Jeremy R	Manager, IT Infrastructure	Administrative Information Sys	7/1/2018 - 6/30/2019
Panagiotacos, James A	VDI Coordinator	Administrative Information Sys	7/1/2018 - 6/30/2019

Gill, Davie	Athletics Director	Athletics	7/1/2018 - 6/30/2019
Castillo, Fabiola	Budgeting Manager	Budgeting & Compliance	7/1/2018 - 6/30/2019
Delfino, Nicole M	Administrative Coordinator	Business Services	7/1/2018 - 6/30/2019
Vok, Anna	Project Director	Business Services	7/1/2018 - 6/30/2019
Nash, Michael A	Desktop & AV Support Manager	Desktop Software Support	7/1/2018 - 6/30/2019
Moody, Steven E.	Technical Support Coordinator	Desktop Software Support	8/13/2018 - 6/30/2019
Callahan, Marisa C	Acting Dir, Design & In-House Constr	Facilities&Institutional Svcs	7/1/2018 - 6/30/2019
Wright, Diana	ActingAVP,FacPln&InstutnlSvcs	Facilities&Institutional Svcs	7/1/2018 - 6/30/2019
Palmer, Jennifer G	Asst Dir, QC & Continuous Impv	Human Resources DO	7/1/2018 - 6/30/2019
Sengphrachanh, Phonedavanh	HR Mgr, Employ & Compliance	Human Resources DO	7/1/2018 - 6/30/2019
Creamer, David V	CTO/CISO	Information Systems	7/1/2018 - 6/30/2019
Ervin, Joshua A	Manager, Network Systems	Information Systems - Network	7/1/2018 - 6/30/2019
Tufts, Shannon S	Information Security Officer	IT Networking Telecom	7/1/2018 - 6/30/2019
Shaw, Marilyn R	Communications/PR Coordinator	Marketing&StrategicCommunicatn	7/1/2018 - 6/30/2019
Sabino, Diana	Ex Dir, Mktg & StratgicCommAdv	Marketing&StrategicCommunicatn	7/1/2018 - 6/30/2019
Farlow, Rita K	Exec Dir, Mktg & Strategic Com	Marketing&StrategicCommunicatn	7/1/2018 - 6/30/2019
Gebler, Ashley M	Manager, Marketing Services	Marketing&StrategicCommunicatn	7/1/2018 - 6/30/2019
Turner, Rebecca L	Administrative Coordinator	President Support	7/1/2018 - 6/30/2019
Dibuono, Michael	Academic Program Director	Provost Office AC	7/1/2018 - 6/30/2019
Bley, Lauren D	Academy Coordinator	Provost Office AC	7/1/2018 - 6/30/2019
O'Berry, Michael R	Empl & Internship Coord II	Provost Office TS	7/1/2018 - 6/30/2019
Keith, Neil M.	Assistant Director, Retention Services	Student Support Services	7/4/2018 - 6/30/2019
Reed, Reginald W.	Director, Recruitment Services	Student Support Services	7/1/2018 - 6/30/2019

HIRE Budgeted Career Service							
Name	Title	Department/Location	Effective Date				
Wireman, Barry T	Security Officer	Campus Security CL	7/23/2018				
Kellum, Vickie G	Security Officer	Campus Security TS	7/23/2018				
Egner, Jessica L	Custodian	Custodial Services CL	8/6/2018				
Gobeil, Joseph M	Custodian	Custodial Services CL	8/6/2018				
Simmons, Harold M	Custodial Supervisor	Custodial Services SPG	5/21/2018				
Davis, Kevin	Custodian	Custodial Services SPG	7/23/2018				
Geddings, Melissa K	Sr Administrative Svcs SpecIst	Grant Development	7/23/2018				
Grosso, Sarah J	HR Generalist I	Human Resources	8/6/2018				
Macaraeg, Patrick G	Instructional Supp Specialist	Learning Resources	8/6/2018				
Warren, Tiffany	Student Support Advisor	Special Programs/Intl Educ DO	8/6/2018				

TRANSFER/PROMOTION Budgeted Career Service						
Name	Title	Department/Location	Effective Date			
Marus, James L	Sr Security Officer	Campus Security TS	7/23/2018			
Buschlen, Sarah L	Administrative Svcs Specialist	Provost Office SE	8/6/2018			
Alvarez Montagna, Leylin	Accounting Support Specialist	Provost Office TS	6/18/2018			
Scott, Audwin L	Student Support Advisor	Veterans Services	8/4/2018			

F

REORGANIZATION Budgeted Career Service					
Name	Name Title Department/Location				
Clawson, Sharon A	Student Support Advisor	Academic & Student Affairs	7/1/2018		
Stephens, Jessica L	Student Support Advisor	Academic & Student Affairs	7/1/2018		
Strehl, Mariah L	Accounting Support Specialist	Accounting Services	6/18/2018		
Miller, Katrina L	Administrative Svcs Specialist	Baccalaureate Programs	7/1/2018		
Hooks, Rhonda R	Sr Administrative Svcs Assist	Facilities Services SPG	7/1/2018		
Semones, Sarah	Administrative Svcs Specialist	Facilities&Institutional Svcs	7/1/2018		
Marth, Nicholas F	VDI Technician	IT Network Help Desk	7/1/2018		

Boyer, RosanneSr Administrative Svcs SpeclstNursing HC7/1/2018Niemann, Faith DAccounting Support SpecialistRegistration/BusinessOffice DO7/1/2018Higgins, Labresha LSr Student Support AssistantSPC-Downtown7/1/2018

HIRE Faculty				
Title	Department/Location	Effective Date		
Faculty	Criminal Justice AC	8/9/2018		
Faculty	Natural Science SPG	8/9/2018		
Faculty	Nursing HC	8/9/2018		
Faculty	Nursing HC	8/9/2018		
Faculty	Nursing HC	8/9/2018		
Faculty	Social & Behavioral Science SP	8/9/2018		
	Faculty Faculty Faculty Faculty Faculty	FacultyCriminal Justice ACFacultyNatural Science SPGFacultyNursing HCFacultyNursing HCFacultyNursing HCFacultyNursing HC		

TRANSFER/PROMOTION Faculty						
Name Title Department/Location Effective E						
Ryan, Anne M	Chair, College of Education	College of Education	8/1/2018			
Delgato, Margaret	Faculty	College of Education	8/1/2018			
Robinson, Diane J	Acting Chair, Nursing UD (BSN)	Nursing HC	7/2/2018			

REORGANIZATION Faculty						
Name Title Department/Location Effective Date						
Woods, Katherine A	Chair, Health Sciences	Health Services Mgmt HC	7/2/2018			

SUPPLEMENTAL Temporary					
Name Title Department/Location Ef			Effective Date		
Baldwin, William M	Faculty - supplemental	Baccalaureate Programs	8/13/2018		
Crane, John J	Faculty - supplemental	Baccalaureate Programs	8/13/2018		
Ducey, Lawrence E	Faculty - supplemental	College of Computer & InfoTech	8/13/2018		
Yeager, Gabriel H	Faculty - supplemental	College of Computer & InfoTech	8/13/2018		
Muehl, John M	Faculty - supplemental	Distance Learning TV SE	7/26/2018		
Porter, Carla S	Librarian- Temporary	Learning Resources	7/2/2018		

HIRE Temporary

F

Name	Title	Department/Location	Effective Date
Kull, Kenneth L	Adjunct Faculty	Associate Provost Office CL	8/13/2018
Ferber, Bruce S	Adjunct Faculty	Baccalaureate Programs	8/13/2018
Lambert, Tracy	Adjunct Faculty	Baccalaureate Programs	8/3/2018
Mitaly, Pamela	Adjunct Faculty	Baccalaureate Programs	8/13/2018
Schuck, Melissa A	Adjunct Faculty	Baccalaureate Programs	8/13/2018
Schuh, Carl A	Adjunct Faculty	Baccalaureate Programs	8/13/2018
Yow, Charles	Adjunct Faculty	Communications CL	8/13/2018
Poe, Ana	Adjunct Faculty	Communications SPG	8/13/2018
Shapiro, Risa E	Adjunct Faculty	Communications SPG	8/13/2018
Marzula, Holly M	Adjunct Faculty	Dental Hygiene HC	8/13/2018
Corneloup-Grant, Daniele S	Adjunct Faculty	Distance Learning TV SE	8/13/2018
Brice, Jeanine	Adjunct Faculty	Health Information Mgmt HC	8/13/2018
Diepholz, Alexandra J	Adjunct Faculty	Mathematics TS	7/2/2018
Heppler, Steven F	Adjunct Faculty	Natural Science CL	8/13/2018
Lee, Terrie M	Adjunct Faculty	Natural Science SPG	8/13/2018
Walker, Sonya R	Adjunct Faculty	Natural Science SPG	8/13/2018
Carhart, Lindsay T	Adjunct Faculty	Physical Therapist Asst HC	7/23/2018
Battane, Gary R	Adjunct Faculty	Social & Behavioral Science DT	8/13/2018
Polson Jr, Herbert E	Adjunct Faculty	Social & Behavioral Science DT	8/13/2018
Stomski, Sonya	Adjunct Faculty	Social & Behavioral Science DT	8/13/2018
Stock, Melissa A	Adjunct Faculty	Social & Behavioral Science SE	8/13/2018
Berg, Mary L	Adjunct Faculty	Veterinary Technology	8/13/2018

Salinsky, Cynthia M	Adjunct Faculty	Veterinary Technology	8/13/2018
Taft, Carly A	Adjunct Faculty	Veterinary Technology	8/13/2018
Hersem, Amanda K	Adjunct Faculty, Bach	Baccalaureate Programs	8/13/2018
Peddie, Jennifer E	Adjunct Faculty, Bach	Communications CL	8/13/2018
Legore, Diana D	Adjunct Faculty, HTF Nursing	Dental Hygiene HC	8/13/2018
Harpe, Heather M	Adjunct Faculty, HTF Nursing	Nursing HC	8/13/2018
Johnson, Deanna N	Adjunct Faculty, HTF Nursing	Nursing HC	8/13/2018
Mach, Anastasia M	Adjunct Faculty, HTF Nursing	Nursing HC	8/13/2018
McClendon, Taneshia R	Adjunct Faculty, HTF Nursing	Nursing HC	8/13/2018
Blatter, Lydia S	Adjunct, Dual Enrollment	Early College/Dual Enrollment	8/13/2018
Collins, Rosemary L	Adjunct, Dual Enrollment	Early College/Dual Enrollment	8/13/2018
Mattioli, Gina M	Adjunct, Dual Enrollment	Early College/Dual Enrollment	8/13/2018
Serne, Roberta L	Adjunct, Dual Enrollment	Early College/Dual Enrollment	8/13/2018
Osborne, Hailey L	General Support	Veterinary Technology	6/4/2018
Reynolds, Zachary J	General Support	Veterinary Technology	7/23/2018
Roach, Tylor L	General Support	Veterinary Technology	8/6/2018
Siddons, Jeffrey G	OPS Career Level 1	Provost Office SE	6/4/2018
Karn, Ashley N	OPS Career Level 2	Enrollment Management DO	6/18/2018
Rasmussen, Andrew P	OPS Career Level 2	Natural Science SPG	6/4/2018
Bunn, Dylan T	OPS Career Level 2	Natural Science TS	6/18/2018
Rickerson, Kristina D	OPS Career Level 4	College of Computer & InfoTech	7/2/2018
Coleman, Jeffrey	OPS Career Level 5	Provost Office CL	6/18/2018
Shepard Jr, Melvin W	OPS Career Level 6	Associate Provost Office DT	7/2/2018
Lynford, Elyse K	OPS Professional	Academic & Student Affairs	6/18/2018
Poling, Loretta	OPS Professional	Academic & Student Affairs	6/18/2018
Bergwerff, Robyn A	Professional Trainer	Criminal Justice AC	7/2/2018
Bley, Timothy C	Professional Trainer	Criminal Justice AC	7/2/2018
Dziubinski, Jill E	Professional Trainer	Criminal Justice AC	6/25/2018
Frost, Jeffrey S	Professional Trainer	Criminal Justice AC	7/9/2018
Pione, Philip V	Professional Trainer	Criminal Justice AC	6/25/2018
Sutton, Mary E	Professional Trainer	Criminal Justice AC	7/16/2018
Weingart, Ava M	Professional Trainer	Criminal Justice AC	6/18/2018
Smay, Allen C	Professional Trainer	Emergency Medical Services HC	8/6/2018
Nunn, Amber M	Professional Trainer	Fire Sciences	8/6/2018
Smith, Douglas R	Professional Trainer	Fire Sciences	7/23/2018
Sammetinger, Timothy C	Professional Trainer	Florida Natl. Guard Grant - AC	7/23/2018
Brinkley, Martin L	Professional Trainer	Workforce/Professnl Developmnt	7/16/2018
Broche, Francois	Professional Trainer	Workforce/Professnl Developmnt	7/16/2018
Gelinas Jr, Jeffrey A	Professional Trainer	Workforce/Professnl Developmnt	8/1/2018
Henson, Kathryn D	Professional Trainer	Workforce/Professnl Developmnt	7/2/2018
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TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES					
Name	Title	Department/Location	Effective Date		
Moulton, Erica	Instructor	Natural Sciences/DT	08/09/2018 - 08/17/2018		

Destination: The Arctic

The purpose of this trip is for the Instructor to provide STEM expertise and serve as a subject matter expert on an Arctic Mission for an all female STEM scientist expedition. The College will benefit by providing the SPC community, students and faculty with access to research, results and information through a film series titled "Chasing Ice" to be held at the STEM center. Instructor will also utilize experience, data and research in class instruction.

Estimated cost to the College is \$0.00.

Williams, Tonjua

President

President's Office/DO

Destination: Whistler, Canada

The purpose of this trip is for Dr. Williams to attend and participate in a SAGE Board Retreat. The College will benefit by Dr. Williams serving on a panel with other educators to discuss current trends in community colleges, including identifying indicators for predicting the future.

Estimated cost to the College is \$0.00.

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

ND08152018

## Health Insurance 2019 Plan Alternatives

Presented by Michelle Manteiga August 21, 2018





#### Health Insurance 2019 Plan Alternatives

#### Health Insurance snapshot:

- Health claims cost increasing rapidly in recent years.
  - 2017- 2020 avg. increases 10% each year.
  - 2018 is trending 25% over 2017 claims for the period 1/1-7/31.

#### • High-dollar claims have continued to increase.

Year	2013	2014	2015	2016	2017	6/30/2018	Industry
Claims Exceeding \$50,000	50	53	62	66	74	31	26

• 58% of 2018 high claims are for chronic diseases.

#### • Self-funded account balance has decreased.

Year	2013	2014	2015	2016	2017	6/30/2018
Decrease in Self- Funded account balance	-2%	-1%	-22%	-22%	-36%	-32%
Dalalice						



Goals of proposed changes:

- Allow SPC to maintain Safe Harbor requirements.
- Align plan cost to current claim spend.
- Minimizes cash infusions needed in future years.
- Shifts cost share more sustainable longer term.



### Assumptions for plan proposals:

- SPC contributes \$3.5 million cash infusion for 2018.
- Some plan migration.
  - Current plan participation:

Plan	HDHP	OA Select	POS
2018 Participation	33%	63%	4%

- For plans 1-4, minimal migration (approximately 5%) assumed.
- For plan 5, anticipated participation shift to 60/40 to HDHP and OA select.
- Continued funding at current level from the college, except where noted.
- Premiums are based off of current claim projections. Changes to claim spend can impact the projected premium.



### 2018 Existing Medical Plans:

2018 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network	Choice POS II Out-of-Network
Deductible	\$1,500 Employee Only \$3,000 Employee+	\$350 Employee Only \$700 Employee+	\$350 Employee Only \$700 Employee+	
Coinsurance	20%	10%	10%	
Maximum Out-of-Pocket	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	
Routine Visits	\$ <b>0</b>	\$o	\$o	Not Covered
Physician Visits	20% after deductible	\$40	\$40	30% after deductible
Specialist Visits	20% after deductible	\$50	\$50	30% after deductible
Urgent Care	20% after deductible	\$50	\$50	30% after deductible
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 10%	Copay after deductible, then 10%	Not Covered
Emergency Room	20% after deductible	\$150	\$150	30% after deductible and \$150 per confinement
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60	N/A



Plan summaries: Plans presented, but not moving forward.

Alternative 1: Keep existing plans as is, and increase funding.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$1.1M for 2019.
- Actuarial value: 88/12 POS and OA Select are platinum/ gold. HDHP is gold/silver.

**Alternative 3**: Move employees from POS plan onto OA Select. Small plan changes to OA Select and HDHP plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$35k for 2019.
- Actuarial value: 85/15 OA Select, gold; 77/23 HDHP, gold/ silver.

### Alternative 4: Migrate all employees to HDHP.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$1.481M for 2019
- Actuarial value: 77/23 HDHP, gold/ silver.



2019 Alternate 2: Realign plans to match expenses; create 3 new plans.

• Premiums increase:

2019	2020	2021	
+15%	+7%	+6%	

- Employer Contribution: None.
- Actuarial Values:

HDHP	OA Select	POS
75/25 – Silver	82/18 – Gold	87/13 – Gold/ Platinum



### 2019 Alternate 2: Option 1: Realign plans to match expenses;

### create 3 new plans.

2019 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network
Deductible	\$1,750 Employee Only \$3,500 Employee+	\$1,000 Employee Only \$2,000 Employee+	\$500 Employee Only \$1,000 Employee+
Coinsurance	20%	20%	20%
Maximum Out-of- Pocket	\$4,000 Employee Only \$8,000 Employee+	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+
Routine/ Preventative Visits	\$0	\$0	\$o
Physician Visits	20% after deductible	\$40	\$40
Specialist Visits	20% after deductible	\$50	\$50
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 20%	Copay after deductible, then 20%
Emergency Room	20% after deductible	\$150	\$150
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60



2019 Alternate 2: *Option 2*: Realign plans to match expenses; create 3 new plans.



2019 Alternate 5: Move employees from POS plan to OA Select. Plans become open for all employees.

• Premiums increase:

• Option 1:	HDHP	OA Select	
	2019	2019	
	+0%	+20%	

- *Or* option 2:
- Employer Contribution: None.
- Actuarial Values:

HDHP	OA Select
75/25 – Silver	85/15 – Gold



2019 Alternate 5: Move employees from POS plan to OA Select. Redesign plans to be open for all employees.

2019 Plan/ Plan Details	HDHP	OA Select
Deductible	\$1,750 Employee Only \$3,500 Employee+	\$500 Employee Only \$1,000 Employee+
Coinsurance	20%	20%
Maximum Out-of-Pocket	\$4,000 Employee Only \$8,000 Employee+	\$2,500 Employee Only \$5,000 Employee+
Routine/ Preventative Visits	\$0	\$O
Physician Visits	20% after deductible	\$40
Specialist Visits	20% after deductible	\$60
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 20%
Emergency Room	20% after deductible	\$300
Prescription Tier	Deductible, then: \$10/\$50/\$80/\$80	\$10/\$50/\$80/\$80



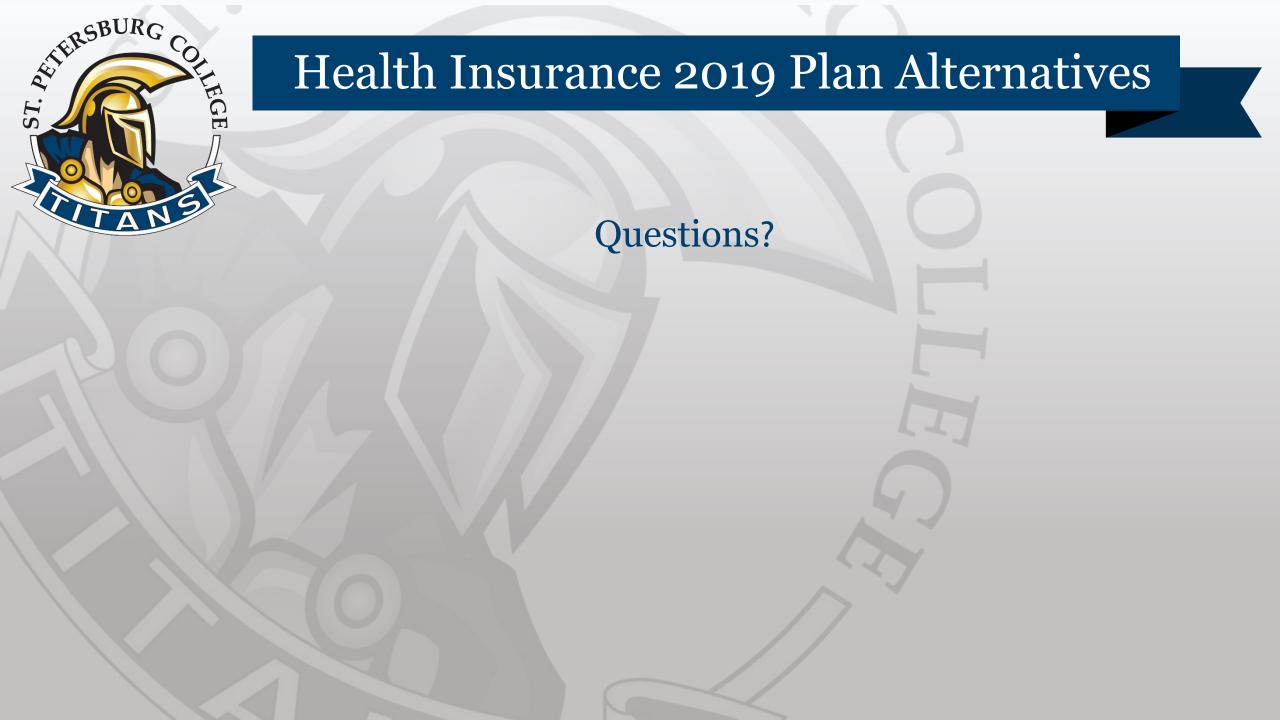
Plan summaries: Plans approved to move forward.

Alternative 2: Realign plans to match expense; create 3 unique plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- No additional employer funding needed.
- Actuarial value: 87/13 POS, platinum; 82/18 OA Select, gold; 75/25 HDHP, silver.

**Alternative 5**: Create "new" HDHP plan and OA Select plan. Open both plans to all employees.

- Option 1:Employee premiums on the OA Select increase 20% for 2019. No increases to the HDHP premiums.
- Option 2:
- No additional employer contribution needed.
- Actuarial value: 85/15 OA Select, gold; 75/25 HDHP silver.



#### **SPC Self-Funded Health Account**

Health Insurance snapshot:

- Health claims cost increasing rapidly in recent years.
  - Claims were increasing an average of 4% per year from 2012-2016.
  - In 2017, we started seeing a drastic jump in our claims; up 10% from 2016.
  - 2018-2020 are projected to continue with year over year increases in claims spend by 10% each year.
    - 2018 claims are 25% higher than the claims spend this time last year.
- High-dollar claims have continued to increase.
  - In 2017, SPC had 76 claims exceed \$50,000.
  - Through June 30, 2018, SPC has 31 claims exceeding \$50,000.
  - Industry norm. is 24 claims per year exceeding \$50,000.
- Employee participation in plans has decreased.
- The increase in overall claim spend, the increase in our high-dollar claims, and the shift of employee enrollment has all led to the self-funded account balance decreasing.

Year	2013	2014	2015	2016	2017	6/30/2018
Decrease in Self-Funded account balance	-2%	-1%	-22%	-22%	-36%	-32%

Health Insurance strategy to contain cost:

- Long-term strategies:
  - Employee Education
  - Wellness program
- Short-term strategies:
  - Vendor fee evaluation
    - With the vendor evaluation, plan design is an integral part in managing cost.
  - Cash Infusion
    - Plan design changes should minimize the need for additional cash infusions from the college in the future.

Goals of proposed plan changes:

- Allow SPC to maintain Safe Harbor requirements.
  - SPC failed SH by \$1.4 million in 2017.
  - SPC is projected to continue to fail SH unless plan changes are made.
- Align plan cost to current claim spend.
  - Currently, plans are running at a monthly deficit.
- Minimizes cash infusions needed in future years.
  - Cash infusions (or any infusions) into the medical plan cannot be used for any expenses except for qualified medical expenses: claims, admin fees, stop loss reinsurance premium, etc.
- Shifts cost share more sustainable longer term.
  - Current plans are rated as platinum plans.

Assumptions of plan alternatives:

- SPC contributes \$3.5 million cash infusion for 2018.
  - This is the projected cash balance the plan will be short for meeting Safe Harbor for 2018.0
- Some migration from current plans:
  - Current plan participation:

Plan	HDHP	OA Select	POS
2018 Participation	33%	63%	4%

- For plans 1-4, minimal migration (approximate 5%) assumed.
- For plan 5, anticipated participation shift to 60/40 to HDHP and OA select.
- Continued funding at current level from the college, except where noted.

#### Current 2018 Plans:

2018 Plan/ Plan Details	HDHP	OA Select	Choice POS II In-Network
Deductible	\$1,500 Employee Only \$3,000 Employee+	\$350 Employee Only \$700 Employee+	\$350 Employee Only \$700 Employee+
Coinsurance	20%	10%	10%
Maximum Out-of- Pocket	\$3,000 Employee Only \$6,000 Employee+	\$2,000 Employee Only \$4,000 Employee+	\$2,000 Employee Only \$4,000 Employee+
Routine Visits	\$0	\$0	\$0
Physician Visits	20% after deductible	\$40	\$40
Specialist Visits	20% after deductible	\$50	\$50
Urgent Care	20% after deductible	\$50	\$50
Inpatient/ Outpatient Hospital	20% after deductible	Copay after deductible, then 10%	Copay after deductible, then 10%
Emergency Room	20% after deductible	\$150	\$150
Prescription Tier	Deductible, then: \$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60

#### Summary of proposed plan design changes:

Alternative 1: Keeping existing plans as is, and increasing funding.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional 1.1M for 2019.
- Actuarial value: 88/12 POS and OA Select are platinum/ gold. HDHP is gold/silver.

Alternative 2: Realigning plans to match expense; creates 3 unique plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- No additional employer funding needed.
- Actuarial value: 87/13 POS, platinum; 82/18 OA Select, gold; 75/25 HDHP, silver.

Alternative 3: Move employees onto OA Select. Small plan changes to OA Select and HDHP plans.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional \$35k for 2019.
- Actuarial value: 85/15 OA Select, gold; 77/23 HDHP, gold/ silver.

#### Alternative 4: Migrate all employees to HDHP.

- Employee premiums increase 15% for 2019, 7% in 2020, and 6% in 2021.
- Employer contribution of additional 1.481M for 2019
- Actuarial value: 77/23 HDHP, gold/ silver.

Alternative 5: Create "new" HDHP plan and OA Select plan. Open both plans to all employees.

- Employee premiums on the OA Select increase 20% for 2019. No increases to the HDHP premiums.
- No additional employer contribution needed.
- Actuarial value: 85/15 OA Select, gold; 75/25 HDHP silver.

#### St. Petersburg College

Janaury 1, 2018 - December 31, 2018

Janadry 1, 2010 December 51, 2010							
	Current Benefits						
Vendor Plan	Ae	Aetna		Aetna		าล	
Name Plan	Open Ac	cess HSA	Open A	Access HMO	Open Acce	ess POS	
Type Plan	HI	MO		НМО	PO	S	
Details	Net	work	N	etwork	Netwo	ork	
	Single	Family	Single	Family	Single	Family	
Plan Deductible	\$1,500	\$3,000	\$350	\$700	\$350	\$700	
Embedded Deductible:	Ν	lo		Yes	Yes		
Calendar or Policy Year:	Cale	endar	Ca	alendar	Calend	dar	
Coinsurance:	20	0%		10%	10%	6	
Maximum Out-of-Pocket:	\$3,000	\$6,000	\$2,000	\$4,000	\$2,000	\$4,000	
(Includes Deductible, Copay, Rx)	Yes, Ye	es, Yes	Yes,	Yes, Yes	Yes, Yes	, Yes	
Physician Services							
Office Visit:	Deductible + Coinsurance		\$40		\$40		
Specialist:	Deductible + Coinsurance		\$50		\$50		
Chiropractic:	Deductible + Coinsurance		Deductible + \$40		Deductible + \$40		
Hospital / Emergency Services							
Inpatient Hospital Per Admission:	Deductible + Coinsurance		Deductible + \$250, then 10%		Deductible + \$250, then 10%		
Emergency Room:	Deductible +	Coinsurance	Deductible + \$150		Deductible + \$150		
Urgent Care:	Deductible +	Coinsurance	Deductible + \$50		Deductible	e + \$50	
Outpatient Surgical Facility:		Coinsurance	Deductible + \$100, then 10%		Deductible + \$1	,	
Ambulatory Surgery Center:	Deductible +	Coinsurance	Deductible + \$100, then 10%		Deductible + \$100, then 10%		
Diagnostic Services							
Lab, X-Ray & Diagnostics Outpatient:		Coinsurance	\$0		\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible +	Coinsurance	Deductible + 10%		Deductible + 10%		
Prescription Drug							
Deductible:		ar Deductible	Calendar Year Deductible		Calendar Year Deductible		
Prescription Tier		35 / \$60	\$10 / \$35 / \$60		\$10 / \$35 / \$60		
Mail Order Prescription (90 Day Supply):		орау	2x Copay		2x Copay		
Non-Network Plan Details		etwork	Non-Network		Non-Network		
Plan Deductible		/A		N/A	\$500	\$1,500	
Coinsurance:		/A		N/A	30%		
Maximum Out-of-Pocket:	N	/A		N/A	\$3,000	\$9,000	
Per Occurrence Deductible (Inpatient/Outpatient):	N	/A		N/A	\$250		

Funding Rates - 3 Years	2019	2020	2021	2019	2020	2021	2019	2020	2021
Employee:	\$548.08	\$592.57	\$628.20	\$616.59	\$651.04	\$690.19	\$616.59	\$683.43	\$724.53
Employee + Spouse:	\$1,205.78	\$1,303.66	\$1,382.05	\$1,356.50	\$1,432.29	\$1,518.41	\$1,356.50	\$1,503.56	\$1,593.96
Employee + Child(ren):	\$986.55	\$1,066.63	\$1,130.77	\$1,109.87	\$1,171.87	\$1,242.34	\$1,109.87	\$1,230.18	\$1,304.15
Family:	\$1,644.25	\$1,777.72	\$1,884.61	\$1,849.78	\$1,953.12	\$2,070.56	\$1,849.78	\$2,050.30	\$2,173.59

#### St. Petersburg College

Janaury 1, 2018 - December 31, 2018

Janauly 1, 2018 - December 51, 2018			A	ternate 2			
Vendor Plan	Aet	na		Aetna	A	Aetna	
Name Plan	Open Acc			Access HMO	Open Access POS		
Type Plan	HN		open	HMO	open	POS	
Details	Netv			Vetwork	Ne	etwork	
Plan Deductible	Single \$1,750	<i>Family</i> \$3,500	<i>Single</i> \$1,000	<i>Family</i> \$2,000	Single \$500	<i>Family</i> \$1,000	
			\$1,000		•		
Embedded Deductible:	N			Yes		Yes	
Calendar or Policy Year:	Cale		(	Calendar		llendar	
Coinsurance:	20		ć2.000	20%		20%	
Maximum Out-of-Pocket:	\$4,000	\$8,000	\$3,000	\$6,000	\$2,000	\$4,000	
Includes Deductible, Copay, Rx)	Yes, Ye	es, yes	Yes	s, Yes, Yes	Yes,	, Yes, Yes	
Physician Services		<u> </u>		<u> </u>		<u> </u>	
Office Visit:	Deductible + Coinsurance			\$40		\$40	
pecialist:	Deductible + Coinsurance			\$50		\$50	
hiropractic:	Deductible +	Coinsurance	Dedu	ictible + \$40	Deduc	tible + \$40	
lospital / Emergency Services				4020 11 001/	6 J	4050 1 001	
npatient Hospital Per Admission:	Deductible +			+ \$250, then 20%		\$250, then 20%	
mergency Room:	Deductible +			ctible + \$150		ible + \$150	
Irgent Care:	Deductible +			ictible + \$50		tible + \$50	
outpatient Surgical Facility:	Deductible +			+ \$100, then 20%		+ \$100, then 20%	
mbulatory Surgery Center:	Deductible +	Coinsurance	Deductible	+ \$100, then 20%	Deductible -	+ \$100, then 20%	
ilagnostic Services ab, X-Ray & Diagnostics Outpatient:	 Deductible +	Coincurance		\$0		\$0	
do, x-kay & Diagnostics Outpatient. dvanced Imaging Services (MRI, MRA, PET, CT):	Deductible +		Dadu	50 ctible + 20%	Doduo	50 tible + 20%	
rescription Drug	Deductible +	consurance	Dedu	CLIDIE + 20%	Deduc	LIDIE + 20%	
Deductible:	Calendar Yea	r Deductible	Calendar	Year Deductible	Calendar Y	ear Deductible	
Prescription Tier	\$10/\$3	5 / \$60	\$10	/ \$35 / \$60	\$10/	\$35 / \$60	
Aail Order Prescription (90 Day Supply):	2x Co			x Copay		Copay	
Ion-Network Plan Details	Non-Ne			n-Network		Network	
lan Deductible	N/			N/A	\$500	\$1,500	
oinsurance:	, N/			N/A		30%	
Aaximum Out-of-Pocket:	, N/			N/A	\$3,000	\$9,000	
Per Occurrence Deductible (Inpatient/Outpatient):	N/	A		N/A		\$250	

Funding Rates - 3 Years	2019	2020	2021	2019	2020	2021	2019	2020	2021
Employee:	\$516.87	\$554.90	\$588.69	\$567.87	\$609.65	\$646.77	\$596.12	\$639.98	\$678.95
Employee + Spouse:	\$1,137.12	\$1,220.77	\$1,295.11	\$1,249.31	\$1,341.22	\$1,422.90	\$1,311.47	\$1,407.96	\$1,493.70
Employee + Child(ren):	\$930.37	\$998.81	\$1,059.64	\$1,022.16	\$1,097.36	\$1,164.19	\$1,073.02	\$1,151.96	\$1,222.12
Family:	\$1,550.61	\$1,664.69	\$1,766.06	\$1,703.61	\$1,828.94	\$1,940.31	\$1,788.37	\$1,919.94	\$2,036.86

#### St. Petersburg College

Janaury 1, 2018 - December 31, 2018

Janaury 1, 2018 - December 31, 2018		Alton	nate 3			
		Alten				
Vendor	A	etna	Aetna			
Plan Name	Open A	ccess HSA	Open Access HMO			
Plan Type	. H	IMO	н	лO		
Plan Details	Net	twork	Net	work		
	Single	Family	Single	Family		
Plan Deductible	\$1,500	\$3,000	\$500	\$1,000		
Embedded Deductible:		No	Y	es		
Calendar or Policy Year:	Cal	endar	Cale	ndar		
Coinsurance:	2	20%	20	)%		
Maximum Out-of-Pocket:	\$3,500	\$7,000	\$2,500	\$5,000		
Includes Deductible, Copay, Rx)	Yes,	Yes, Yes	Yes, Y	es, Yes		
Physician Services						
Office Visit:	Deductible	+ Coinsurance	\$4	10		
Specialist:	Deductible ·	+ Coinsurance	\$5	50		
Chiropractic:	Deductible ·	+ Coinsurance	Deductil	ole + \$40		
Hospital / Emergency Services						
npatient Hospital Per Admission:	Deductible	+ Coinsurance	Deductible + \$	250, then 20%		
Emergency Room:	Deductible ·	+ Coinsurance	Deductib	le + \$150		
Jrgent Care:	Deductible ·	+ Coinsurance	Deductil	ole + \$50		
Dutpatient Surgical Facility:	Deductible ·	+ Coinsurance	Deductible + \$	100, then 20%		
Ambulatory Surgery Center:	Deductible -	+ Coinsurance	Deductible + \$	100, then 20%		
Diagnostic Services						
ab, X-Ray & Diagnostics Outpatient:	Deductible	+ Coinsurance	\$	0		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible	+ Coinsurance	Deductik	le + 20%		
Prescription Drug						
Deductible:	Calendar Ye	ar Deductible	Calendar Yea	r Deductible		
Prescription Tier	\$10/\$	\$35 / \$60	\$10/\$3	35 / \$60		
Mail Order Prescription (90 Day Supply):	2x	Сорау	2x C	орау		
Non-Network Plan Details	Non-I	Vetwork	Non-N	etwork		
Plan Deductible	١	N/A	N	/A		
Coinsurance:	I	N/A	Ν	/A		
Maximum Out-of-Pocket:	1	N/A	N	/A		
Per Occurrence Deductible (Inpatient/Outpatient):	1	N/A	N	/A		

Funding Rates - 3 Years	2019	2020	2021	2019	2020	2021
Employee:	\$531.58	\$570.39	\$604.89	\$588.88	\$631.87	\$670.10
Employee + Spouse:	\$1,169.47	\$1,254.85	\$1,330.76	\$1,295.53	\$1,390.11	\$1,474.21
Employee + Child(ren):	\$956.84	\$1,026.70	\$1,088.81	\$1,059.98	\$1,137.37	\$1,206.17
Family:	\$1,594.73	\$1,711.16	\$1,814.68	\$1,766.63	\$1,895.61	\$2,010.29

#### St. Petersburg College

Janaury 1, 2018 - December 31, 2018

Janaury 1, 2018 - December 31, 2018		
	Altern	ate 4
Vendor Plan	Aet	
Name Plan	Open Acc	
Type Plan	HMO Ne	etwork
Details	Single	Family
Plan Deductible	\$1,500	\$3,000
Embedded Deductible:	No	)
Calendar or Policy Year:	Calen	dar
Coinsurance:	209	%
Maximum Out-of-Pocket:	\$3,500	\$7,000
(Includes Deductible, Copay, Rx)	Yes, Yes	s, Yes
Physician Services		
Office Visit:	Deductible +	Coinsurance
Specialist:	Deductible +	Coinsurance
Chiropractic:	Deductible + 0	Coinsurance
Hospital / Emergency Services		
Inpatient Hospital Per Admission:	Deductible +	Coinsurance
Emergency Room:	Deductible +	Coinsurance
Urgent Care:	Deductible +	Coinsurance
Outpatient Surgical Facility:	Deductible +	Coinsurance
Ambulatory Surgery Center:	Deductible + 0	Coinsurance
Diagnostic Services		
Lab, X-Ray & Diagnostics Outpatient:	Deductible + 0	Coinsurance
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + 0	Coinsurance
Prescription Drug		
Deductible:	Calendar Year	Deductible
Prescription Tier	\$10/\$35	5 / \$60
Mail Order Prescription (90 Day Supply):	2x Co	рау
Non-Network Plan Details	Non-Ne	twork
Plan Deductible	N/4	4
Coinsurance:	N//	4
Maximum Out-of-Pocket:	N//	4
Per Occurrence Deductible (Inpatient/Outpatient):	N//	A

Funding Rates - 3 Years	2019	2020	2021
Employee:	\$522.14	\$561.23	\$595.68
Employee + Spouse:	\$1,148.71	\$1,234.71	\$1,310.49
Employee + Child(ren):	\$939.86	\$1,010.22	\$1,072.22
Family:	\$1,566.43	\$1,683.69	\$1,787.04

St. Petersburg College Janaury 1, 2018 - December 31, 2018

	Alternate 5							
Vendor <b>Plan</b>	Ae	tna	Aetna					
Name Plan	Open Ac	ccess HSA	Open Access HMO					
Type Plan	H	MO	НМО					
Details	Net	work	Net	work				
	Single	Family	Single	Family				
Plan Deductible	\$1,750	\$3,500	\$500	\$1,000				
mbedded Deductible:	Ν	10	,	Yes				
alendar or Policy Year:	Cale	ndar	Cal	endar				
oinsurance:	20	0%	2	20%				
Naximum Out-of-Pocket:	\$4,000	\$8,000	\$2,500	\$5,000				
Includes Deductible, Copay, Rx)	Yes, Y	es, Yes	Yes,	Yes, Yes				
Physician Services								
Office Visit:	Deductible +	Coinsurance		\$40				
pecialist:	Deductible +	Coinsurance	Ş	60				
hiropractic:	Deductible +	Coinsurance		\$40				
lospital / Emergency Services								
npatient Hospital Per Admission:	Deductible +	Coinsurance	Deductible	+ Coinsurance				
mergency Room:	Deductible +	Coinsurance	\$	300				
rgent Care:	Deductible +	Coinsurance	Deductible	+ Coinsurance				
Outpatient Surgical Facility:	Deductible +	Coinsurance	Deductible	+ Coinsurance				
mbulatory Surgery Center:	Deductible +	Coinsurance	Deductible	+ Coinsurance				
iagnostic Services								
ab, X-Ray & Diagnostics Outpatient:	Deductible +	Coinsurance		\$0				
dvanced Imaging Services (MRI, MRA, PET, CT):	Deductible +	Coinsurance	Deductible	+ Coinsurance				
rescription Drug								
Deductible:	Calendar Yea	ar Deductible	٦	I/A				
rescription Tier	\$10 / \$50	/ \$80 / \$80	\$10/\$50	/ \$80 / \$80				
Nail Order Prescription (90 Day Supply):	2x C	орау	2x	Сорау				
Ion-Network Plan Details	Non-No	etwork	Non-I	Vetwork				
lan Deductible	N,	/A	1	N/A				
Coinsurance:	N	/A	1	N/A				
Maximum Out-of-Pocket:	N	/A	1	N/A				
Per Occurrence Deductible (Inpatient/Outpatient):	N	/A	1	N/A				

#### What does a 15% premium increase look like?

HDHP																		
	<25k	Change	25-35K	Change	35-45K	Change	45-55K	Change	55-65K	Change	65-75K	Change	75-85K	Change	85-95K	Change	95K>	Change
EMPLOYEE	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50	11.50	1.50
EMPLOYEE + SPOUSE	142.11	18.54	149.97	19.56	157.86	20.59	165.70	21.61	173.57	22.64	196.58	25.64	219.58	28.64	242.58	31.64	265.58	34.64
EMPLOYEE + CHILD	121.84	15.89	129.71	16.92	137.60	17.95	145.44	18.97	153.31	20.00	176.32	23.00	199.32	26.00	222.32	29.00	245.32	32.00
EMPLOYEE + FAM	212.64	27.74	220.50	28.76	228.39	29.79	236.23	30.81	244.10	31.84	267.11	34.84	290.11	37.84	313.11	40.84	336.11	43.84
OA Select																		
	<25k	Change	25-35K	Change	35-45K	Change	45-55K	Change	55-65K	Change	65-75K	Change	75-85K	Change	85-95K	Change	95K>	Change
EMPLOYEE	23.00	3.00	31.18	4.07	55.71	7.27	63.87	8.33	72.06	9.40	88.41	11.53	106.56	13.90	129.56	16.90	152.56	19.90
EMPLOYEE + SPOUSE	306.73	40.01	306.73	32.90	339.43	44.27	347.60	45.34	355.79	46.41	372.14	48.54	390.29	50.91	413.29	53.91	436.29	56.91
EMPLOYEE + CHILD	278.12	36.28	286.29	37.34	310.82	40.54	318.99	41.61	327.18	42.68	343.53	44.81	361.68	47.18	384.68	50.18	407.68	53.18
EMPLOYEE + FAM	537.95	70.17	546.12	71.23	570.65	74.43	578.82	75.50	587.01	76.57	603.36	78.70	621.51	81.07	644.51	84.07	667.51	87.07
								PC	)S									
	<25k	Change	25-35K	Change	35-45K	Change	45-55K	Change	55-65K	Change	65-75K	Change	75-85K	Change	85-95K	Change	95K>	Change
EMPLOYEE	202.86	26.46	211.04	27.53	235.57	30.73	243.73	31.79	251.92	32.86	268.27	34.99	286.42	37.36	309.42	40.36	332.42	43.36
EMPLOYEE + SPOUSE	475.36	62.00	483.54	63.07	508.07	66.27	516.24	67.34	524.42	68.40	540.78	70.54	558.92	72.90	581.92	75.90	604.92	78.90
EMPLOYEE + CHILD	442.59	57.73	450.77	58.80	475.30	62.00	483.46	63.06	491.65	64.13	508.00	66.26	526.15	68.63	549.15	71.63	572.15	74.63
EMPLOYEE + FAM	832.44	108.58	840.62	109.65	865.15	112.85	873.31	113.91	881.50	114.98	897.85	117.11	916.00	119.48	939.00	122.48	962.00	125.48
*Calculations are on r	nonthly de	ductions.																

August 21, 2018

#### **MEMORANDUM**

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

**FROM:** Dr. Tonjua Williams, President

SUBJECT: Approval of the Charter Agreement and Proposed Site Change for St. Petersburg Collegiate High School North Pinellas

Approval is sought to modify the site location for the St. Petersburg Collegiate High School North Pinellas (SPCHSNP) from Clearwater to the Tarpon Springs Campus, and to enter into a Charter Agreement with Pinellas County Schools pursuant to the charter terms and conditions set forth therein.

The application for the replication of the College's current charter school was approved unanimously on May 8, 2018, by the sponsor, Pinellas County School Board. Pursuant to the provisions of the Florida Statutes, 1002.33, the charter school and its sponsor shall enter into a written contractual charter agreement. A finalized draft of the charter agreement is attached for approval by this board, and thereafter will move to the sponsor for final approval and execution. It is anticipated the new charter school, SPCHSNP will be advertised later this Fall, 2018, and open for classes and programming for the 2019 Fall term.

Following a thorough review of budgetary considerations, as well as other considerations related to facilities, it was determined that the College and District are better served by changing the location of St. Petersburg Collegiate High School North Pinellas (SPCHSNP) from the St. Petersburg College (SPC) Clearwater Campus to the SPC Tarpon Springs Campus. St. Petersburg Collegiate High School reserves, which are limited, are being utilized to fund all start-up costs of the North County site. Moving the location to a recently renovated site will eliminate or significantly reduce the remodeling portion of start-up. The change will free up the limited funds for other start-up expenses to ensure coverage of unforeseen outlays and support the beginning reserves for sustainability. The change of location will not impede the August 2019 opening. SPC's approved charter school application allows for a back-up facility option, which included the possibility of locating on the Tarpon Springs Campus.

Anne Cooper, Vice President, Academic Affairs; Catherine Kennedy, AVP, Academic Affairs & Partnerships; Starla Metz, Principal, St. Petersburg Collegiate High School; Suzanne L. Gardner, General Counsel, recommend approval.

### **CHARTER SCHOOL AGREEMENT**

Between

### THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS

and

### THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

### ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS

\_\_\_\_\_, 2018

#### CHARTER SCHOOL AGREEMENT

1

DEFINITIONS
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SECTION 1:		
А.	Application	2
В	Term of Charter	2
	1. Effective Date	2
	2. Term	2
	3. Start-Up Date	2
	4. School Calendar	2
	5. Charter Modification	2
	6. Charter Renewal	3
	7. Periodic Review and Evaluation	3
C.	Education Program and Curriculum	3
D.	Renewal/Non-Renewal/Termination	4
E.	Post Termination Provisions	9
F.	General Statutory Requirements	11

#### SECTION 2: ACADEMIC ACCOUNTABILITY

А.	Annual Objectives	11
B.	Assessments	13
	1. State required assessments	13
	2. Additional Assessments	13
	3. Accommodations	13
	4. Assessment Administration	13
	5. Reporting	13
	6. Technological Infrastructure	13
C.	Student Promotion/Graduation	14
D.	Data Access and Use Pursuant to Statute	14

#### SECTION 3: STUDENTS

A.	Students Served	14
B.	Non-Discrimination	15
C.	Recruitment	15
D.	Eligible Students	15
E.	Class Size	16
F.	Projected Enrollment	16
G.	Annual Enrollment	16
	1. Preliminary Projection	16
	2. Annual Enrollment Capacity	16
	3. Final Enrollment Projection	16

H.	Maintenance of Student Records as Required by Statute	17
I.	Exceptional Students	18
J.	ESE administrative services	21
K.	English for Speakers of Other Languages	21
L.	Dismissal Policies and Procedures	21
M.	Student Code of Conduct, Suspension and Expulsion	22
N.	School/Parent Contract	22

### SECTION 4: FINANCIAL ACCOUNTABILITY

A.	Revenue/State and Local	22
	1. Basis for Funding Student Reporting	22
	2. Millage Levy, if applicable	24
	3. Fees to be Charged to the School by the District	24
	4. Distribution of Funds Schedule	25
B.	Federal Funding	29
C.	Federal Grants	30
D.	Charter School Capital Outlay Funds	31
	1. Application	31
	2. Distribution	31
E.	Restriction on Charging Tuition	31
F.	Budget	31
	1. Annual Budget	31
	2. Amended Budget	31
	3. Start Up Funds	31
G.	Financial Records, Reports and Monitoring	32
	1. Maintenance of Financial Records	32
	2. Financial and Program Cost Accounting and Reporting for	
	Florida Schools	32
	3. Financial Reports	32
	i. Monthly Financial Reports	32
	ii. Annual Property Inventory	32
	iii. Program Cost Report	32
	iv. Annual Financial Audit	33
	v. Form 990, if applicable	33
	vi. The School shall provide	33
	4. School's Fiscal Year	33
	5. School's Annual Audit	33
	6. Audit Report	33
	7. Financial Conditions	34
H.	Financial Management of School	34
I.	Description of Internal Operating Procedures	34

#### SECTION 5: FACILITIES

А.	Facility	35
В.	Statutory Requirement	36
C.	Dissolution or Termination	36
D.	Conversion School	36
E.	Religious Symbols	36
SECTION 6	: TRANSPORTATION	
A.	Transportation Requirements	36
B.	Safety	37
С.	Funding	37
D.	Legal Requirements	37
SECTION 7	: FOOD SERVICES	38
<u>SECTION /</u>	<u>. TOOD SERVICES</u>	50
	: INSURANCE AND INDEMNIFICATION	•
A.	Insurance Requirements	39
B.	Property Insurance	39
C.	Personal Property Insurance	39
D.	Worker's Compensation	39
E.	Fidelity Bond/Crime Coverage	40
F.	Certificates of Insurance	40
G.	Failure to Secure and Maintain	40
Н.	School Indemnification	40
I.	Applicable to All Coverages the School Procures	41
	1. Other Coverages	41
	2. Deductibles/Retention	41
	3. Liability and Remedies	41
	4. Subcontractors	41
	5. Waiver of Subrogation	41
	6. Defense outside the limits	41
J.	District Indemnification	41
К.	Sovereign Immunity	42
L.	Notification of Third-Party Claim, Demand, or Other Action	42
Μ.	Notice of Claims	42
	1. Time to Submit	42
	2. Notice of Cancellation	42
	3. Renewal/Replacement	42
SECTION 9	: GOVERNANCE	
A.	Governance of the School	42
B.	Nonprofit	44
C.	Bylaws	44

D.	Access	45
E.	Management Company	45
F.	Default or Breach by Management Company	46
SECTION	<u>10: HUMAN RESOURCES</u>	
A.	Personnel	46
В.	Nonsectarian	46
C.	Certification	46
D.	Professional Development	46
E.	Suspended or Revoked Certificates	46
F.	Disclosure of Relatives Employed	46
G.	Hiring	47
H.	Disclosure of Qualifications	47
I.	Background Screening Policies	47
J.	Background Screening	47
Κ.	Anti-Discrimination	48
L.	Teacher and Principal Evaluations	48
М.	Administrator/Principal Employment	48
N.	Statutory Compliance	48
SECTION	11: REQUIRED REPORTS/DOCUMENTS	
А.	Pre-Opening	48
B.	Monthly	49
C.	Annual	49
D.	Sponsor Request	50
E.	Information Disclosed to Third Parties	50
SECTION	12: MISCELLANEOUS PROVISIONS	
А.	Impossibility	50
B.	Drug Free Workplace	50
C.	Entire Agreement	50
D.	No Assignment without Consent	50
E.	No Waiver	50
F.	Default Including Opportunity to Cure	51
G.	Survival Including Post Termination of Charter	51
H.	Severability	51
I.	Third Party Beneficiary	51
J.	Choice of Laws, Jurisdiction and Venue of Disputes	51
К.	Notice	51
L.	Conflict Between Charter and Florida Law	52
M.	Conflict/Dispute Resolution	52
N.	Citations	53
0.	Interpretation	53
	г ···	

## APPENDICES 1.

- The Application Governance Documents 2.
- 3. ELL Plan

#### THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

**THIS CHARTER** entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_ by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS.

#### Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

*Application* shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board.

Governing Board shall mean the governing board or body of the School.

*Charter* shall mean this charter entered into between the School and the Sponsor.

County shall mean Pinellas County, Florida.

*District* shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

*FDOE* shall mean the Florida Department of Education.

*School* shall mean THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS.

*Sponsor* shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

*State* shall mean the State of Florida.

*Superintendent* shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

#### Section 1

- A. Application: The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.
- B. Term of Charter:
  - 1. Effective Date: This Charter shall become effective on the date it is approved by the both parties.
  - 2. Term: The term of this Charter shall be 5 years commencing on \_\_\_\_\_\_ and ending on\_\_\_\_\_\_ unless terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(6)(h), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.
  - 3. Start-Up Date: For the first year of operating under this Charter the School shall begin classes on the same day as the scheduled first day of classes of the St. Petersburg Collegiate High School (located on the St. Petersburg Gibbs Campus) The school cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this contract. In the event that the School has not submitted all Pre-Opening documents the School shall be afforded the opportunity to take one (1) planning year. The planning year does not extend the term of this Contract. Failure to open the School within 24 months of application approval is good cause for termination of this Charter.
  - 4. School Calendar: The School shall maintain the same school calendar as the St. Petersburg Collegiate High School School shall submit a proposed schedule for the school year for approval by the Sponsor no less than sixty (60) days prior to the beginning of the school year, such approval not to be unreasonably withheld.
  - 5. Charter Modification: This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as

provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

- 6. Charter Renewal: This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.
- 7. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress towards meeting the standards and targets included in this contract, including academic goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.
- C. Education Program and Curriculum:
  - 1. Any material change to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.
  - 2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
  - 3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
  - 4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
  - 5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

- D. Renewal/Non-Renewal/ Termination:
  - 1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth in section 1002.33(8), Florida Statutes.
    - i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
    - ii. Failure to meet generally accepted standards of fiscal management.
    - iii. Violation of law.
    - iv. Other good cause shown, which may include, but is not limited to, any of the following:
      - a. Failure to cure a material breach of any term or condition of this charter after written notice of noncompliance;
      - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
      - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
      - d. Failure by the School to provide the District with access to records as required by law or this Charter;
      - e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
      - f. Violation by the School of any court order pertaining to the operation of the School;
      - g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew

or should have known of the conduct underlying the conviction and failed to take corrective action;

- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- k. Perpetration of a fraud upon the District or material misrepresentation in the Application;
- 1. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
- m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act and applicable laws relating to English Language Learners (ELL).
- n. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved within the time period provided in this Charter;
- o. Willfully or recklessly failing to manage public funds in accordance with the law;
- p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- q. Failure to maintain the minimum number of governing board members that constitute a quorum for more than 30 days;

- r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.
- s. a failure by the School to meet one or more goal for student performance School as set forth in the Application or as reported annually to Sponsor;
- t. the School's receipt, from the Florida Department of State, of a school grade of "F" in any two consecutive school years;
- u. a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;
- v. a failure by the School to pay payroll taxes to the Internal Revenue Service;
- w. the School's delinquency in payments for its debts;
- x. the failure of the School's annual audit to comply with the requirements specified in this Agreement or the School's failure to timely submit financial reports or other reports required by s. 1002.33, F.S., or by this Agreement;
- y. the School's failure to meet generally accepted accounting principles;
- z. the School's failure to comply with the maximum class size requirements of Article IX, Florida Constitution for high school classes, and applicable State statute and regulation, which the School expressly acknowledges hereby that it will comply with;
- aa. the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management,

efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to s. 218.503, F.S.; or

- bb. the School's failure to timely submit all financial statements in the format specified by the Sponsor;
- cc. the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by federal and state law;
- dd. the School's failure to comply with the conflict of interest provisions of this Agreement relating to the receipt by a governing board member of financial benefit from the School's operations, including, without limitation, the receipt of grant funds or any violation of s. 1002.33(24), F.S.;
- ee. the School's failure to timely submit the annual report to the Sponsor;
- ff. the School's failure to timely submit the School Improvement Plan to the Sponsor;
- gg. the School's failure to participate in all state assessment programs;
- hh. the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- ii. the School's failure to comply with the education goals established by s. 1000.03(5), F.S.;
- jj. the School's failure by a secondary school to comply with Sections 1003.43 and the student progression standards in 1008.25, F.S.;
- kk. the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;
- the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local policies;

- mm. the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen years of age or older;
- nn. the School's failure to timely submit the annual financial audit as required by s. 218.39, F.S.;
- oo. the School's failure to comply with the Florida Building Code (including Chapter 423, F.S.) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;
- pp. the School's failure to provide evidence of required insurance at any time during the term of this Agreement; or
- qq. the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, F.S., or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board.
- 2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter.
  - i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
  - A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract. Sponsor will elect whether to conduct a direct hearing or refer the hearing to the Division of Administrative Hearings for entry of a recommended order for Sponsor's consideration
- 3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.
  - i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational

and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

- ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.
- 4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.
- 5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.
- E. Post Termination Provisions
  - 1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any

contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

- 2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
- 3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.
- 4. In the event of termination, expiration or non-renewal of this Agreement, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the right of first refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
- 5. Upon initial notification of non-renewal or termination of this Agreement, the School may not expend more than \$10,000 per expenditures without prior written approval of the Sponsor unless the expenditure was included in the annual budget previously submitted to the Sponsor, is for reasonable attorney fees during the

pendency of an appeal, or is for reasonable fees and costs to conduct an independent audit.

- 6. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of nonrenewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.
- F. General Statutory Requirements:
  - 1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
  - 2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

# Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

- A. Annual Objectives:
  - 1. By September 15<sup>th</sup> of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes, provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The Sponsor may fulfill this requirement by providing the School access to the data.
  - 2. By September 15<sup>th</sup> of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system, provided that the Sponsor has received proficiency data

from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:

- i. Students scoring a level 1 on prior year assessment
- ii. Students scoring a level 2 on prior year assessment
- iii. Students scoring a level 3 or higher on prior year assessments
- iv. Students with disabilities
- v. English Language Learners
- 3. By October 15<sup>th</sup> of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, a goal for graduation rate, and may include performance on additional assessments included in the approved charter application. If the school will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
  - i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.
- 4. By October 15<sup>th</sup> of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
  - i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the

Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

- 5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the FDOE.
- 6. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
- 7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
- 8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law.
- B. Assessments:
  - 1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
  - 2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform
  - 3. Accommodations: If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
  - 4. Assessment Administration: All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The

Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

- 5. Reporting: The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
- 6. Technological Infrastructure: The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.
- C. Student Promotion/Graduation: The School's student promotion policy shall be consistent with the provisions of the Application. The School [will/will not] adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute: The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

### **Section 3: Students**

A. Students Served: The School will serve students in grades 10 through 12.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Children of employees of the charter school and of the governing board members will be granted an enrollment preference; Children of other employees of St.Petersburg College will not be entitled to such preference. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes as described in the approved application.

The School will accept all eligible students in accordance with federal and state antidiscrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The school 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.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

B. Non-Discrimination: The School 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 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).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

- C. Recruitment: The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.
- D. Eligible Students:
  - 1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may

constitute good cause for termination.

- 2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the school will utilize.
- 3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
- 4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
- 5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
- 6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.
- E. Class Size: The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.
- F. Annual Enrollment
  - 1. Preliminary Projection: No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
  - 2. Annual Enrollment Capacity: The School shall serve the number of students (240) and grade levels (10-12) as set forth in Appendix I and such amendments to these numbers and grade levels as may from time to time be approved by the Sponsor. School shall have and maintain a minimum of 200 students. The School acknowledges and agrees that these minimums are necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain these minimum enrollments shall constitute good cause for termination of the Agreement. Any increase in the maximum number of students noted herein

above must be approved as an amendment to this Charter by Sponsor at a regularly scheduled School Board meeting. Further, before any increase in the maximum number of students of 100 or more from the number of students noted herein above, whether such increase be in one request or cumulative over time, School must follow the same procedure and meet the same standard relating to siting approvals of original locations.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this contract, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments. Such projection shall be reviewed and approved by Sponsor, such approval not to be unreasonably withheld. If Sponsor does not approve of projection, Sponsor and School will work together to determine a projection that is agreeable to both parties.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the governing board.

- H. Maintenance of Student Records as Required by Statute:
  - 1. The School shall maintain confidentiality of student records as required by federal and state law.
  - 2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
  - 3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
  - 4. Records of student progress (Category B) will be transferred to the appropriate

school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

- 5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.
- 6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
- 7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
- 8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
- 9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.
- I. Exceptional Students: Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (1) of the

Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

- 1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
- 2. Free appropriate public education (FAPE).
- 3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

School will make a continuum of placements available to students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings. The Sponsor retains the right to determine whether or not to send a representative to such meetings.

The Sponsor will serve as the LEA at all eligibility staffings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:

a. The due process hearing is conducted pursuant to applicable State laws and rules;

- b. A final decision is reached; and
- c. A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- J. ESE Administrative Services: ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.
- K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- L. Dismissal Policies and Procedures:

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide them to Sponsor for review and approval prior to adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for violation of the School's Student Conduct Code if such code has been reviewed and approved by Sponsor, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor attendance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

The School agrees to dismiss students as described in Sponsor's Code of Student Conduct. Students may not be dismissed from, nor denied re-enrollment to, School for acts or omissions of the student's parent(s). The School's board of directors shall recommend expulsions to the Sponsor. Only the Sponsor has the ultimate authority in case of student expulsion.

- M. Student Code of Conduct, Suspension and Expulsion: The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.
- N. School/Parent Contract: The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

#### **Section 4: Financial Accountability**

- A. Revenue/State and Local:
  - 1. Basis for Funding: Student Reporting
    - i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
    - ii. The School agrees to accurately report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the

District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District. The School shall provide all required information within the same schedule required for all other of Sponsor's schools. The School shall not use the Sponsor's data processing system to access information on any students other than those currently enrolled in the School.

- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. If the Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Agreement, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.
- v. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

- vi. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.
- vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.
- 2. Millage Levy, if applicable: The District provides additional funding to the School via applicable capital outlay required by statute and, may, at its discretion provide additional funding operating millage levied by the Sponsor.
- 3. Fees to be Charged to the School by the District: The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School that is not provided pursuant to s. 1002.33(20), F.S., at the following rates:

• For staff time: the Sponsor's actual cost as calculated by multiplying the hourly rate, including benefits, of the Sponsor's personnel performing the service by the number of hours spent for services to the School;

• For warehouse, printing, learning resource center services: the Sponsor's actual cost;

• For copies of documents: the Sponsor's actual cost.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Agreement.

- 4. Distribution of Funds Schedule: The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the thirty-day (30-day) period until such time as the warrant is issued.
  - i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
  - ii. For the first year of this Contract, monthly payments will be calculated as follows:

a. The first distribution of funds to the School each fiscal year shall be contingent on the following:

(1) final facility inspection and approval; and

(2) the Sponsor's verification of the School's electronic enrollment of its students into Sponsor's student information system.

The results of full-time equivalent student membership surveys will be used in adjusting the amount of funds distributed monthly to the School. b. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.

c. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.

d. Payments will be adjusted retroactively for prior period adjustments.

iii. For the second year and following years of the Contract, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the recalibrated results of full-time equivalent student membership surveys, as made available to the Florida Department of Education, shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. Until recalibrated state reports are made available to the Sponsor, projected enrollment will continue to be used for payment purposes.

c. Payments will be adjusted retroactively for prior period adjustments.

iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility

permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
- b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following occurs: a. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C is more than thirty (30) days overdue.

b. The School's annual financial audit as required by section 218.39, F.S and this Contract is more than thirty (30) days overdue

c. Failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to: a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;

d. If the School fails to provide ESE or ELL services and the Sponsor is required to provide those services to students in the School, an amount equivalent to the FTE earned for those services for the period in which they were provided by Sponsor will be deducted from FTE funds transmitted to the School.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

- vii, The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include but not be limited to, the following:
  - a. Demographic information;
  - b. ESE data;
  - c. Grade level assignment;
  - d. Required health information;
  - e. Required discipline codes/incident data;

- f. Daily attendance;
- g. Transportation;
- h. Student schedules;
- i. Teacher demographics;
- j. Master schedule;
- k. ESOL/migrant codes;
- 1. Grades/grading period/grading scale;
- m. ERW (entry, re-entry, withdrawal information);
- n. Test scores;
- o. Academic history and transcripts; and
- p. Student lunch information as required.
- B. Federal Funding: Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the Sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public students in the school district. If the School elects to receive funds in lieu of services, the following provisions apply:
  - 1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.G. of this Contract.
  - 2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
  - 3. The School shall submit invoices by the 15<sup>th</sup> of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
  - 4. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written

notice to the School within ten (10) days of receipt.

- 5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
- 6. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
- 7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
- 8. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
- 9. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
- C. Federal Grants: The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:
  - 1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent
  - 2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
  - 3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

- 4. If School is unable to provide sufficient documentation documenting appropriate use of grant funds, School will promptly return any funds to Sponsor that were not appropriately spent within ten days of receipt of request for reimbursement from Sponsor.
- D. Charter School Capital Outlay Funds:
  - 1. Application: If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.
  - 2. Distribution: Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.
- E. Restriction on Charging Tuition: The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.
- F. Budget:
  - 1. Annual Budget: The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.
  - 2. Amended Budget: Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.
  - 3. Start Up Funds: The School may file for a federal or state start-up grant. The School's start-up costs may be funded by such grant and funds due from Sponsor.

If the federal or state grant is not approved prior to July 15, 2019, the School shall provide to the Sponsor proof of sufficient funds from an alternate source to assure prompt payment of operation expenses associated with the opening of school, including but not limited to the amount of any teacher and other staff salaries and benefits, and other operational expenses from the beginning of the school year through the first projected income distribution from the Sponsor.

- G. Financial Records, Reports and Monitoring:
  - 1. Maintenance of Financial Records: The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.
  - 2. Financial and Program Cost Accounting and Reporting for Florida Schools: The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.
  - 3. Financial Reports
    - i. Monthly Financial Reports: The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory: The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

- iii. Program Cost Report: The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.
- Annual Financial Audit: The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

- v. Form 990, if applicable: A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.
- vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
- 4. The School's Fiscal year shall be July 1 June 30.
- 5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the

deficit position.

- 6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
- 7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.
- H. Financial Management of School:
  - 1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.
  - 2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.
  - 3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
    - i. Guarantee payment for any purchases made by the School;
    - ii. Guarantee payment for any debts incurred by the School;
    - iii. Guarantee payment for any loans taken out by the School.
    - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

- 4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.
- I. Description of Internal Operating Procedures: The School shall develop and implement sufficient internal operating procedures as described in the approved Application to

ensure sound financial management.

### **Section 5: Facilities**

A. Facility: The School shall be located on the Tarpon Springs campus of St. Petersburg College. The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided on or before May 15, 2019. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided. The School must provide a copy of the certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein relating to siting approvals of original locations prior to the new location being considered by Sponsor. If the proposed new location is less than two (2) miles (determined via Google Maps website) from the current location, the Sponsor's decision will be made by the Superintendent in his/her sole discretion and, if approved, a letter signed by the School and the Superintendent will memorialize the change. If the proposed new location is two (2) or more miles from the current location, then such change must be approved as an amendment to this Charter by the Sponsor at a regularly scheduled School Board meeting.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Agreement. School shall ensure that it shall, at all times during the term of this Agreement, comply with all charter facility guidelines published by the Florida Department of Education's Office of Educational Facilities. Any lease entered into by the School must not contain a provision pledging an interest in any personal property located on the premises to the lessor.

The School must provide notice to the Sponsor any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and (if applicable) written approval obtained from the local authority as to traffic control and pedestrian travel associated with said facilities. A "material addition, change or renovation" is defined as any improvement to real property that alters the square footage of the educational facility.

The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include: Children and Family Services to do inspections of the kitchens and related spaces, and the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections prior to the first day of operations.

- B. Statutory Requirement: The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
- C. Dissolution or Termination: In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.
- D. Conversion School: If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.
- E. Religious Symbols: The School shall not display any religious or partian political symbols, statues or artifacts, on the property and facilities where the School will operate.

### **Section 6: Transportation**

- A. Transportation Requirements: The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents. School shall provide through Pinellas County Transit Authority (PSTA) free ridership for all students on PSTA bus routes, including stops at the Clearwater Campus.
- B. Safety: The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- C Funding: If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.
- D. Legal Requirements: If the School transports students or provides for the transportation of students, it shall do so in a manner consistent with the requirements of applicable state and federal law, and shall maintain records sufficient for pre and post auditing purposes. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School agrees to monitor the status of the commercial drivers licenses of each School bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates. Unless it contracts with the Sponsor for the provision of School

bus transportation, the School is required to ensure that each School bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications.

# **Section 7: Food Services**

- A. Food service to the School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations. The School shall provide healthy snacks as described in the approved Agreement application. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same.
- B. The School shall distribute Free and Reduced Price Meal application forms to students and shall certify student eligibility for such programs using required Federal rules and procedures. These records may be used to certify eligibility for participation in other State/Federally-funded programs (i.e., Title I). All records must be accurately completed and maintained for review by State/Federal auditors for three (3) years plus current year.
  - i. Meal Service Options and Definitions: The School shall provide food service to its students by one of the following means:
    - a. Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the School; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education.
    - b. Enter into an agreement with a third party vendor to have food service provided either to the site of the School or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or
    - c. Request meal service be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. Under this arrangement, the Sponsor would provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system; the Sponsor would establish the per meal charges to the School; the Sponsor would provide the School Free and Reduced Price Meal applications which would be distributed by the School to students for completion after the School's representatives attend a required training program; the School would provide to Sponsor and keep current a master list of students and their eligibility status for free, reduced or fully paid meals; the Sponsor would approve a point of sale meal accountability

procedure to be used by the School; the sponsor would provide meal service for pick-up by the School or pre-packaged meal delivery to the School. The Sponsor would complete and submit reimbursement claims to the Department of Education; and the School would pay the Sponsor for the non-reimbursed portion of meals served on a monthly basis, upon receipt of a billing from Sponsor's Finance Department, by the tenth (10<sup>th</sup>) of each month.

# **Section 8: Insurance & Indemnification**

- A. Insurance Requirements: The School agrees to provide the following proof of insurance:
  - 1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
  - 2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
  - 3. Business automobile coverage with the same limits as general liability.
- B. Property Insurance: Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

- C. Personal Property Insurance: The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. Worker's Compensation: The School agrees to provide adequate Workers' Compensation

insurance coverage as required by Chapter 440, Florida Statutes.

- E. Fidelity Bond/Crime Coverage: The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. Certificates of Insurance: No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.
- G. Failure to Secure and Maintain: Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. School Indemnification: The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor. Notwithstanding the foregoing, any hold harmless or

indemnification by School of Sponsor shall be limited to the extent permissible under Florida Law, and specifically by the monetary limits of liability as outlined in the Florida Statutes, 768.28. Any hold harmless or release by School of Sponsor shall not be construed as a waiver of School's sovereign immunity under law.

- I. Applicable to All Coverages the School Procures:
  - 1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
  - 2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
  - 3. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
  - 4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
  - 5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
  - 6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- J. District Indemnification: The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this

Charter.

- K. Sovereign Immunity: Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Section 8(H) above, the District does not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Section 8(H) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- M. Notice of Claims:
  - 1. Time to Submit: The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.
  - 2. Notice of Cancellation: The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.
  - 3. Renewal/Replacement: Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

# **Section 9: Governance**

A. Governance of the School: Governance of the School will be in accordance with the

Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, charter school employee, or individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the charter school's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a public employer and will participate in the Florida Retirement System.

The School shall comply with the provisions of Chapter 119, F.S., in all of its financial, business and membership matters. All the School's records, except personally identifiable student records, shall be public records and subject to provisions of Chapter 119, F.S., including those relating to records retention. School shall maintain its own e-mail and electronic document archives to comply with public records laws.

- B. Nonprofit: The School shall be organized as a Florida nonprofit organization.
- C. Bylaws: The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
  - 1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
  - 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
  - 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or governing board member. Prospective governing board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
  - 4 The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
  - 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
  - 6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
  - 7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations.

No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

- 8. Any change in governing board membership must be reported to Sponsor in writing within 5 business days of the change.
- D. Access: The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. Management Company: If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:
  - 1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
  - 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
  - 3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
  - 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the

management organization.

- 5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
- 6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
- 7. The management organization will perform its duties in compliance with this Charter.
- F. Default or Breach by Management Company: Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

### **Section 10: Human Resources**

- A. Personnel: The School shall select its own personnel.
- B. Nonsectarian: The School's employment practices shall be nonsectarian.
- C. Certification: The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Professional Development: Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. Suspended or Revoked Certificates: The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. Disclosure of Relatives Employed: This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing

board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

[NONE]

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.

- G. Hiring: The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. Disclosure of Qualifications: The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, and/or terminating teachers.
- I. Background Screening Policies: The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. Background Screening: The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. Anti-Discrimination: The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.
- L. Teacher and Principal Evaluations: The teachers and principal(s) employed by or under contract to the School shall be annually evaluated in accordance with s. 1012.34, F.S., including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness.
- M. Administrator/Principal Employment: The School will provide the services of a full-time Administrator/Principal at the School during hours that students are on the School site except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations, and shall serve no other function at School other than Administrator/Principal.
- N. Statutory Compliance: The School shall comply with the provisions of s. 1012.335, F.S., relating to probationary and annual contracts for teachers employed by or under contract to the School.

#### Section 11: Required Reports/Documents

- A. Pre-Opening:
  - 1. Policies and Procedures Manual
  - 2. List of members of the Governing Board and Principal, including current contact information.
  - 3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
  - 4. Other
    - i. Current lease or ownership documents
    - ii. Copy of current insurance certificates or policies for all types of insurance required by the charter

- iii. List of current staff members including certifications and teaching assignments for teachers, as available
- iv. Documentation of fingerprinting of all staff and Governing Board members
- v. Student Code of Conduct
- vi. Updated list of currently registered students, as available
- vii. Contract for transportation rates and services or transportation plan, if applicable.
- viii. Letter specifying that the School will adopt/not adopt the district reading plan
- ix. Tentative dates and times of the meetings of the Governing Board for the first year
- x. Crisis Response Plan
- xi. Dismissal policies and procedures
- xii. School's parental contract, if applicable
- xiii. Student Progression Plan (if different from District's)
- B. Monthly
  - 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
  - 2. Governing Board meeting agenda and minutes
- C. Annual
  - 1. Annual Student Achievement Report
  - 2. Annual Financial Audit
  - 3. Program Cost Report
  - 4. Annual Inventory Report [capital purchases with public funds]
  - 5. Policies and Procedures of the school [if materially revised]
  - 6. School based Student Code of Conduct [if materially revised]
  - 7. Dismissal Policies and Procedures [if materially revised]
  - 8. Crisis Response Plan [if materially revised]
  - 9. Employee Handbook [if materially revised]
  - 10. Current List of members of the Governing Board and Principal
  - 11. School's Parental Contract [if materially revised]
  - 12. Projected Enrollment [for subsequent school year]
  - 13. Capacity [for subsequent school year]
  - 14. School Calendar [for subsequent school year] if different than the District
  - 15. Evidence of Insurance
  - 16. Management Organization Agreement [if materially revised]
  - 17. Student Progression Plan[if materially revised]

- 18. The School will submit an annual report prior to July 1st of each year to the Sponsor listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site; transmitted to the Sponsor, or other disposition if appropriate).
- D. Sponsor Request: The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. Information Disclosed to Third Parties: In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

#### Section 12: Miscellaneous Provisions

- A. Impossibility: Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Drug Free Workplace: The School shall be a workplace free of drugs.
- C. Entire Agreement: This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.
- D. No Assignment without Consent: This Charter shall not be assigned by either party without mutual written consent.
- E. No Waiver: No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

- F. Default Including Opportunity to Cure: In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.
- G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.
- H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.
- J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial: This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.
- K. Notice: Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

As to the School: Starla Metz, Principal St. Petersburg College PO Box 13489, St. Petersburg, Florida 33733 (727)341-4368

With a copy to: Office of the General Counsel (727)341-3160 As to the Sponsor: School Board of Pinellas County Director, Charter Schools and Home Education 301 4<sup>th</sup> St SW Largo, FL 33770

With a copy to: School Board Attorney

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

- L. Conflict Between Charter and Florida Law: In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.
- M. Conflict/Dispute Resolution: Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed

action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida Statutes.

N. Citations: Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the charter school responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation: The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents, the day and year first above written.

# School:

THE BOARD OF TRUSTEES OF ST PETERSBURG COLLEGE on behalf of ST PETERSBURG COLLEGIATE HIGH SCHOOL NORTH

# **Sponsor:**

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

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

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

Attest: \_\_\_\_

College President

Approved as to Form:

Office of the General Counsel

# Appendices

- 1. The Application
- 2. Governance Documents
- 3. ELL Plan, if different than Sponsors

Approved as to Form:

Office of School Board Attorney

Attest: \_\_\_\_\_\_ Superintendent

### MEMORANDUM

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

**FROM:** Dr. Tonjua Williams, President

**SUBJECT:** University of Central Florida, Florida Center for Students with Unique Abilities – Florida Postsecondary Comprehensive Transition Program

Confirmation is sought for a Start-Up Grant proposal that was submitted, subject to Board of Trustees' approval, to the Florida Center for Students with Unique Abilities at the University of Central Florida in support of the Florida Postsecondary Comprehensive Transition Program (FPCTP). Permission is sought to accept an estimated \$299,999 in funding over a three and a half-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The purpose of the FPCTP Start-Up grant is to fund efforts in program development and implementation for an FPCTP. Through this funding, institutions support students with intellectual disabilities who are seeking a postsecondary experience leading to gainful employment. The development of an FPCTP is in direct response to state legislation changes, which provide students with intellectual disabilities a traditional high school diploma and therefore direct access to Florida College System institutions, such as SPC. Developing this program at SPC, including accessing the related start-up grant funding, was also highlighted during College's 2018 Civil Rights Compliance Onsite Review, which identified this as an area of concern/recommendation. The program application was submitted in tandem with the Start-Up Grant Application.

SPC's program, Titans UP, will operate on a cohort model, admitting 8-10 students per year beginning in Fall 2019. As a strengths-based program, Titans UP will engage multiple assessments to determine and track students' needs, skill levels, and academic achievement. Students will benefit from an inclusive college experience that allows them to attend integrated classes, participate in student clubs and campus events, build relationships with student peer mentors, and progress on one of four academic certificate tracks. SPC will partner with community vocational services to provide job shadowing, career skills, on the job training, and paid employment opportunities. These activities will support the program's overarching mission to increase the number of individuals with intellectual disabilities achieving meaningful postsecondary education credentials leading to successful long-term employment.

The estimated period of performance will be from January 1, 2019 through June 30, 2022. The total project budget is projected to be \$299,999, of which the College anticipates receiving the full award amount. See attached Information Summary for additional information.

Anne Cooper, Vice President, Academic Affairs; Jamelle Conner, Vice President, Student Affairs; Suzanne L. Gardner, General Counsel; and Misty Kemp, Executive Director, Retention Services, recommend approval.

jm0726182

# BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

Date of BOT Meeting:	August 21, 2018	
Funding Agency or Organization:	University of Central Florida, Florida Center for Students with Unique Abilities	
Name of Competition/Project:	Florida Postsecondary Comprehensive Transition Program Start-Up Grant	
SPC Application or Sub-Contract:	SPC Application	
Grant/Contract Time Period:	<b>Start:</b> 1/1/19 <b>End</b>	: 6/30/22
Administrator:	Dr. Jamelle Conner	
Manager:	Dr. Misty Kemp	

#### **Focus of Proposal:**

The Florida Postsecondary Comprehensive Transition Program (FPCTP) Start-Up grant will support efforts in program planning and implementation for SPC's Titans Up program. The purpose of an FPCTP and mission of Titans Up is to support individuals with intellectual disabilities in their pursuit of higher education that leads to a meaningful credential and sustainable employment. The program will serve a cohort of 8-10 students with intellectual disabilities each year, totaling approximately 25-30 students during the grant period. Program objectives include: 1) increase capacity of the College to serve students with intellectual disabilities; 2) increase academic and life skills for Titans Up students; 3) increase employability and career skills through certificate and industry credential attainment; and 4) successfully transition Titans Up graduates to employment aligned with their area of career preparation. SPC will work with numerous community partners, including Florida Department of Vocational Rehabilitation and PARC, to achieve these objectives.

#### **Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Personnel	\$ 174,549
Fringe	\$ 54,417
Travel	\$ 12,935
Computers	\$ 3,200
Materials and Supplies	\$ 15,525
Printing and Marketing	\$ 9,100
Other (Training Fees)	\$ 3,000
Indirect (10%)	<u>\$ 27,273</u>
Total Budget	\$ 299,999

<b>Funding:</b> Total proposal budget: (includes amount requested from funder, cash and in-kind		
matches listed below)	\$ 299,999	Ð
Total amount from funder:	\$ 299,999	Ð
Amount/value of match:	Cash: N/A In-kind: N	
Required match or cost sharing:	No X	Yes
Voluntary match or cost sharing:	No X	Yes
Source of match/cost sharing:	N/A	
Negotiated indirect cost:	N/A	
(Fixed) administrative fee:	N/A	
Software/materials:	N/A	
Equipment:	N/A	
Services:	N/A	
Staff Training:	N/A	
FTE:	N/A	
Other:	N/A	

# **College Values, Strategic Initiatives and Activities Addressed:**

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- 1. Student Focus
- 2. Diversity
- 3. Academic Excellence

Strategic Initiative(s):

- 1. The Classroom Experience
- 2. Recruitment and Retention Plan

# **MEMORANDUM**

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

**FROM:** Dr. Tonjua Williams, President

**SUBJECT:** CareerSource Florida, Inc. –Quick Response Training Grant – Power Design, Inc.

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to CareerSource Florida, Inc., by St. Petersburg College for the Quick Response Training (formerly Florida FLEX) grant opportunity on behalf of Power Design, Inc. (Power Design). Permission is also sought to accept an estimated \$2,037,588 in funding over a one-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

Quick Response Training (QRT) grants provide funding for customized training to new or expanding businesses. Through this customer-driven program, Florida is able to effectively retain and attract businesses creating new high-quality jobs in targeted industries. Businesses are required to apply for QRT grants through a community college, area technical center or state university, in partnership with the local economic development organization and workforce board.

As a full service electrical subcontractor based in St. Petersburg, Power Design's operations include design build and value engineering services, low voltage systems, fire alarms, security, structured wiring, telephone, cable head end systems and controlled access. Power Design will train approximately 217 newly hired employees to deliver optimal solutions to meet clients' needs. The projected growth will pay an average annual wage well over the local and state private sector in the State of Florida over the next year. SPC Workforce Institute will provide consulting and fiscal agent services to Power Design over the one-year program. SPC will also be able to provide potential training and consulting services outside of the grant at the full corporate training fee.

The estimated period of performance will be from July 1, 2018 through June 30, 2019. The total project budget is projected to be \$2,037,588 over a one-year period. Of this amount, the College anticipates receiving approximately \$101,879 (5%) for its services over the same period. See attached Information Summary for additional information.

Anne Cooper, Vice President, Academic Affairs; Suzanne L. Gardner, General Counsel; and Andrea Henning, Executive Director of Collaborative Labs, Workforce Institute and Customized Training and Professional Development, recommend approval.

Attachment

jm0726182

### BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

Date of BOT Meeting:	August 21, 2018	August 21, 2018	
Funding Agency or Organization:	CareerSource Flor	CareerSource Florida, Inc.	
Name of Competition/Project:	Quick Response T Design	raining (QRT) - Power	
SPC Application or Sub-Contract:	SPC Application		
Grant/Contract Time Period:	<b>Start:</b> 7/1/18	<b>End:</b> 6/30/19	
Administrator:	Andrea Henning		
Manager:	Mary Schock		

#### **Focus of Proposal:**

St. Petersburg College's Workforce Institute Training Office will serve as the fiscal agent for Power Design, Inc. in the implementation of the Quick Response Training (QRT) Program. Power Design will train approximately 217 of its newly hired employees through its St. Petersburg headquarters and operational center to increase productivity, employee retention and to reduce the risk of relocation. SPC's Workforce Institute will assist Power Design with its monthly reporting to CareerSource Florida, Inc. and provide invoicing services. SPC will receive approximately 5% of the grant request to cover these costs. SPC will also be able to provide potential training and consulting services outside of the grant at the full corporate training fee.

#### **Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Subcontract to Power Design Indirect Costs (5%) Total Budget	\$ 1,935,709 <u>\$ 101,879</u> \$ 2,037,588	
<b>Funding:</b> Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) Total amount from funder: Amount/value of match:	\$ 2,037,588 \$ 2,037,588 Cash: N/A In-kind: N/A	X
Required match or cost sharing: Voluntary match or cost sharing:	No X No X	Yes Yes

BOT – August 21, 2018 – Information Summary – CareerSource Florida, Inc. Quick Response Training Program – Power Design, Inc. Attachment - Page 1

Source of match/cost sharing:	N/A
Negotiated indirect cost:	N/A
(Fixed) administrative fee:	N/A
Software/materials:	N/A
Equipment:	N/A
Services:	N/A
Staff Training:	N/A
FTE:	N/A
Other:	N/A

# College Values, Strategic Initiatives and Activities Addressed:

Values:

- 1. Partnerships
- 2. Professional Development

Strategic Initiatives:

- 1. Recruitment and Retention Plan
- 2. Three-year Financial Plan

BOT – August 21, 2018 – Information Summary – CareerSource Florida, Inc. Quick Response Training Program – Power Design, Inc. Attachment - Page 2

# **MEMORANDUM**

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

**FROM:** Dr. Tonjua Williams, President  $(\mathcal{J}_{lu})$ 

**SUBJECT:** U.S. Department of Justice: Office of Community Oriented Policing Services (COPS) – FY18 Community Policing Development Program

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) by St. Petersburg College's Center for Public Safety Innovation (CPSI) for the FY 18 Community Policing Development Program grant. Permission is sought to accept an estimated \$299,943 in funding over a two-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

Funding for this 2-year project will allow St. Petersburg College's Center for Public Safety Innovation to develop innovative approaches and use contemporary strategies that are consistent with the community policing philosophy to maximize crime reduction, citizen safety, and citizen perceptions of the police. CPSI will develop new training and create toolkits for the law enforcement field that advance the effective implementation of the broken windows concept to community policing. Deliverables may also include topic-specific technical assistance, or multimedia resources that capture innovative stories and experiences that assist law enforcement agencies in implementing community policing strategies across the United States. Topics of interest to the COPS Office include ones that will support and enhance law enforcement engaging children and youth; addressing homelessness; and responding to gangs, violence, and the opioid crisis.

The estimated period of performance will be from October 1, 2018 through September 30, 2020. The total award amount is projected to be \$299,943 over a two-year period. See attached Information Summary for additional information.

Anne Cooper, Vice President, Academic Affairs; Suzanne L. Gardner, General Counsel; Andrea Henning, Executive Director, Collaborative Labs and Workforce Institute; and Eileen LaHaie, Executive Director, Center for Public Safety Innovation, recommend approval.

Attachment

el0726182

### BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

Date of BOT Meeting:	August 21, 2018	
Funding Agency or Organization:	U.S. Department of Justice – Office of Community Oriented Policing Services (COPS)	
Name of Competition/Project:	FY 2018 Community Policing Development (CPD) program	
SPC Application or Sub-Contract:	SPC Application	
Grant/Contract Time Period:	<b>Start:</b> 10/01/18 <b>End:</b> 9/30/20	
Administrator:	Andrea Henning	
Manager:	Eileen LaHaie	

### **Focus of Proposal:**

St. Petersburg College's Center for Public Safety Innovation (CPSI) is proposing to use Community Policing Development (CPD) funds to develop innovative approaches and use contemporary strategies that are consistent with the community policing philosophy to maximize crime reduction, citizen safety, and citizen perceptions of the police. CPSI will develop new training and create toolkits for the law enforcement field that advance the effective implementation of the broken windows concepts to community policing. Deliverables may also include topic-specific technical assistance, or multimedia resources that capture innovative stories and experiences that assist law enforcement agencies in implementing community policing strategies across the United States. Topics of interest to the COPS Office include ones that will support and enhance law enforcement engaging children and youth; addressing homelessness; and responding to gangs, violence, and the opioid crisis.

### **Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Personnel	\$ 113,285.00
Fringe	\$ 41,915.00
Travel	\$ 2,716.00
Supplies	\$ 1,800.00
Consultants/Contractors	\$ 106,584.00
Other Costs	\$ 6,375.00
Indirect Costs	\$ 27,268.00
Total Budget	\$ 299,943.00

BOT – August 21, 2018 – Information Summary – U.S. Department of Justice: Office of Community Oriented Policing Services (COPS) FY18 Community Policing Development Program Attachment - Page 1

# Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind			
matches listed below)	\$	299,943	
Total amount from funder:	\$	299,943	
Amount/value of match:	Cas	h: N/A	
	In-l	kind: N/A	Δ
Required match or cost sharing:	No	Х	Yes
Voluntary match or cost sharing:	No	Х	Yes
Source of match/cost sharing:	N/A	A	
Negotiated indirect cost:	\$27	,268	
(Fixed) administrative fee:	N/A	A	
Software/materials:	N/A	A	
Equipment:	N/A	A	
Services:	N/A	A	
Staff Training:	N/A	A	
FTE:	N/A	A	
Other: (20% Grant Acct Salary/Benefits for 2 yrs.)	\$25	,332	

# **College Values and Strategic Initiatives Addressed:**

Value(s):	1. 2.	Partnership Professional Development
Strategic Initiative(s):	1.	Community Initiatives

# **MEMORANDUM**

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

**FROM:** Dr. Tonjua Williams, President  $(J_{lv})$ 

**SUBJECT:** Replacement of Domestic Water Lines, Clearwater Campus

Approval is requested for the amount of \$605,209, for the Replacement of Domestic Water Lines at the Clearwater Campus.

The college advertised through an Invitation to Bid process and out of seven firms contacted, only one firm submitted a bid. The amount of the bid was \$465,546 with a total project budget of \$605,209. Due to time constraints and the critical need to replace these water lines, we request approval to move forward with contract negotiations with G.A. Nichols.

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

# **MEMORANDUM**

TO: Board of Trustees, St. Petersburg College

**FROM:** Dr. Tonjua Williams, President  $(\mathcal{I}\mathcal{W})$ 

SUBJECT: Change Order #1, Final Accounting, and Certificate of Partial Project Acceptance, Project #301-D-16-3, Student Success Center, St. Petersburg/Gibbs Campus, Phase I

Authorization is requested to approve Change Order # 1, Final Accounting, and Certificate of Partial Project Acceptance, Project #301-D-16-3, Student Success Center, St. Petersburg/Gibbs Campus, Phase I.

The original Phase I Guaranteed Maximum Price (GMP) for this project was \$1,566,517.00. This change order #1 is a decrease of \$414,471.62, which reflects cost savings revising the Final GMP for Phase I to \$1,082,445.29. Considering this is a phased project any realized savings reverts back to the overall project budget to be used for other phases.

This phase of the project consisted of the underground utility demolition, relocation, new utility installation, and construction of new parking lot. Change Order #1 and Certificate of Partial Acceptance are presented today for your review and approval.

Brian Miles, Vice President, Administrative/Business Services; Diana Wright, Acting Associate Vice President, Facilities Planning and Institutional Services, recommend approval.

# MEMORANDUM

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

**FROM:** Dr. Tonjua Williams, President  $(J_{ij})$ 

**SUBJECT:** Agreement between St. Petersburg College and AMH Construction - for a lease of space at the Tarpon Springs Campus

# Approval is sought to enter into a Lease Agreement with AMH Construction to lease storage space (approximately 21,384 square feet) on the west side of the College's warehouse located at the Tarpon Springs Campus.

The Lease shall be for a period of six (6) months beginning September 1, 2018 and continuing through February 28, 2019. Thereafter, should the parties determine an extention of the lease is necessary and feasible, the Lease may be continued on a month-to-month basis at a renegotiated rate.

AMH Construction shall pay the College a rental amount of \$37,422 for the six-month period (21,384 square feet at \$1.75 per square foot [\$3.50 per square foot per annum]). Payments will be made monthly in the amount of \$6,237, plus sales tax if applicable. The College will provide the warehouse space on an "as is" basis and allow access to the space during normal warehouse operational hours. AMH Construction will provide insurance and an inventory list of all items being stored.

The lease agreement amendment 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 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; and Rodrigo Davis, Provost, Tarpon Springs Campus, recommend approval.

Attachment

dw:tc:0803182

#### LEASE AGREEMENT ST. PETERSBURG COLLEGE AND AMH CONSTRUCTION, INC.

THIS LEASE AGREEMENT dated \_\_\_\_\_\_\_ is entered into by and between the Board of Trustees of St. Petersburg College, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, ("College") and AMH Construction, Inc. 30 South Ivey Lane Orlando, FL 32811 ("Lessee").

#### WITNESSETH:

WHEREAS, the Lessee, a Orlando company, desires to lease space from the College for the purpose of warehouse storage on the Tarpon Springs Campus, and

WHEREAS, the College desires to lease to Lessee, on such terms and conditions as set forth below, a portion of the College's premises located at the Tarpon Springs campus, as further delineated and described below and on Exhibit A ("Leased Premises");

**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 Lessee a portion of the college warehouse, located in the BB (Billirakis) Building, First Floor, of the Tarpon Springs Campus as is more fully set forth on that site plan attached hereto and made a part hereof as Exhibit "A". Lessee shall have exclusive use the designated warehouse storage space comprised of 21,384 square feet.
- 3. TERM AND TERMINATION. This Lease shall commence on September 1, 2018. The initial term of this Lease shall be for a period of six months ("Initial Term"); thereafter, this Lease Agreement may be extended on a month to month basis. During any month to month period, termination maybe may made with 30 day notice. This Lease Agreement may be terminated by either party in the case of a default pursuant to Paragraphs 11. and 12.
- 4. RENT. Lessee shall pay to the College base rent for the Leased Premises in the amount of \$1.75 per square foot semi-annually (\$3.50 per square foot annually) to be prorated and paid monthly at a rate of \$6,237.00. Rent is due on the First of each month beginning September 1, 2018.
- 5. UTILITIES: The College shall provide the Leased Premises with utilities to include electrical, heating, ventilation and air conditioning.

USE OF SPACE AND OBLIGATIONS. The Leased Premises shall be used and occupied by Lessee for warehouse storage and the normal business operation of offloading, packing, and moving stored items, and for no other purposes.

The College will provide the warehouse storage space on an "AS IS" basis and allow access during normal warehouse operational hours, as further outlined in Section 7., herein.

The College (Provost's Office) shall be responsible for the distribution of any keys and codes, and/or access to any surveillance systems and/or locks designed to secure the Leased Premises.

The College shall provide the normal level of security in place on the campus, including that provided through the Campus Security. The Lessee shall be responsible for the installation and maintenance of any additional security systems, cameras, or alarms, at its own expense.

Lessee will provide the College (Provost's Office) with a full inventory of the items placed into storage in the Premises, and will update such Inventory List as necessary.

- 7. HOURS OF USE. Use of the leased space shall be set by the College in accordance with the hours of operation of the Tarpon Springs Campus and warehouse services, as may be modified from time to time, and unless on a case by case basis prior arrangements are made through the Provost's Office for hours of use other than as set forth by the College. The Lessee shall coordinate with the Provost's Office with respect to access to the Leased Premises and services provided during official College holidays, weekends and evening hours.
- 8. PARKING. Employees of Lessee may utilize the parking lot to access the warehouse space, administrative offices, and to off-load and pack any moving vehicle. In no case may a vehicle of Lessee interfere with student access to the BB building or campus.
- 9. ALTERATIONS TO THE PREMISES. Lessee will not, without the College's prior written consent, make any material changes or alterations, additions or improvements in or about the Leased Premises.
- 10. INSURANCE. Lessee shall maintain liability insurance for personal injury and/or bodily injury including death, of not less than \$1,000,000 per person, \$2,000,000 per occurrence. 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 of the Leased Premises. Lessee shall be required to maintain workers compensation for its employees working on the Premises and insurance on its personal property located or stored on or about the Leased Premises.
- 11. TENANT'S AND LANDLORD'S DEFAULT. "Default" shall be the occurrence of any one or more of the following events which shall permit the College, subject to the cure periods herein stated, to immediately terminate this Lease and take possession of the Leased Premises. A default shall include Lessee'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, and material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein provided such breach

6.

shall not be cured within a period of thirty (30) days after written notice by the College of such breach.

- 12. LANDLORD'S DEFAULT. A material breach by the College in its performance of the covenants, agreements, stipulations or conditions herein shall constitute a default under this Lease, unless the College cures such breach within thirty (30) days after written notice by Lessee to the College of such breach.
- 13. ASSIGNMENT AND SUBLEASE. Lessee 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 or entity, without the prior written consent of the College, which consent may be withheld in the sole discretion of the College.
- 14. INDEMNITY. Lessee covenants and agrees to indemnify, defend and hold harmless the Board of Trustees of St. Petersburg 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, 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 Lessee's use or occupancy of the Leased Premises.
- 15. NOTICES. All notices given to Lessee hereunder shall be forwarded to the following address, until the College is notified otherwise:

Aaron Hope AMH Construction, Inc. 30 South Ivey LN Orlando, FL 32811

All notices given to the College hereunder shall be forwarded to the College at the following address:

St. Petersburg, College Tarpon Springs, Office of the Provost P. O. Box 13489 St. Petersburg, FL 33733

With copy to:

Office of the General Counsel, St. Petersburg College

- 16. CONSTRUCTION OF LEASE. This contract shall be governed by the laws of the State of Florida.
- 17. LOSS; DAMAGE; INJURY; DEFECTS. Lessee 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 items in storage or other personal property 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 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 on the Premises or parking area or any of the equipment therein. The Lessee shall hold the College harmless from any and all losses or damages incurred by Lessee, its officers, employees, agents, customers and invitees resulting from any interruption in electrical or telecommunication connections and services, whether or not such failure was caused by the College.

18. 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.

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

Board of Trustees St. Petersburg College

Tonjua Williams, Ph.D. College President and Secretary to the Board of Trustees

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

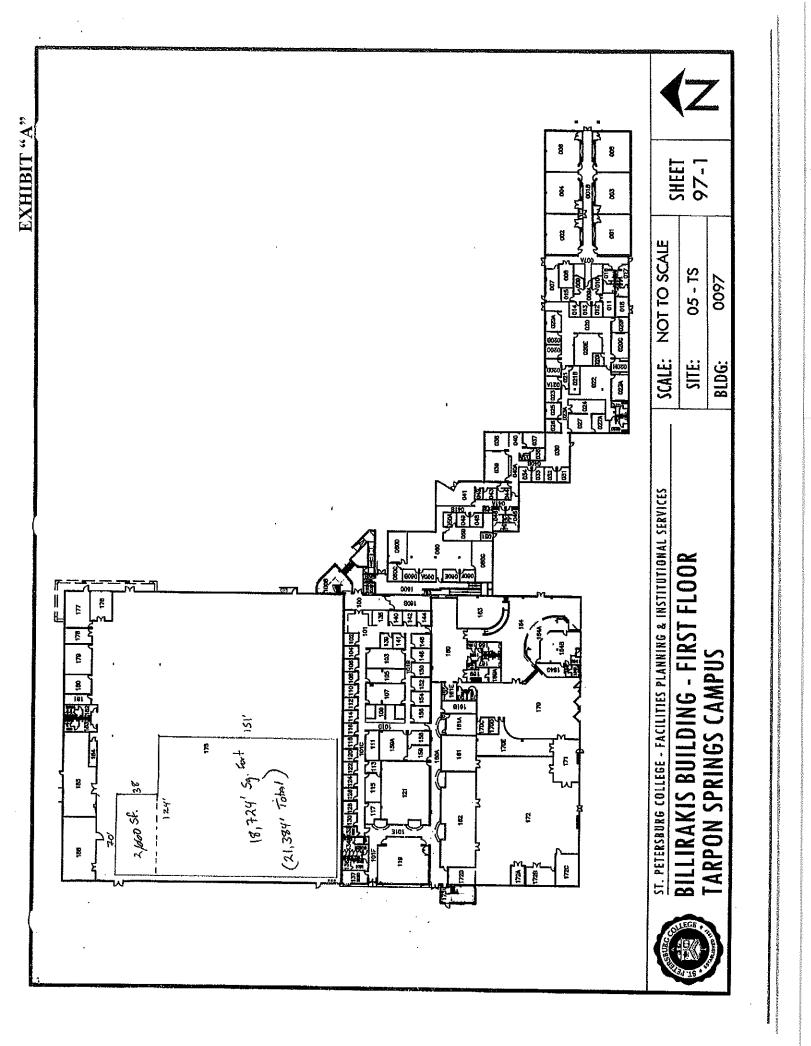
AMH Construction, Inc.

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

Name:\_\_\_Aaron Hope\_\_\_\_\_

Its:\_\_President\_\_\_\_\_

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



### **MEMORANDUM**

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

**FROM:** Dr. Tonjua Williams, President  $(\Im \omega)$ 

SUBJECT: Approval of the St. Petersburg Collegiate High School (SPCHS) Mental Health Assistance Allocation Plan for 2018-19

# Approval is sought for the St. Petersburg Collegiate High School (SPCHS) Mental Health Assistance Allocation Plan for the 2018-19 school year.

Senate Bill 7026, the Marjory Stoneman Douglas High School Public Safety Act, requires all schools to create and adopt a mental health plan to provide evidence-based mental health assistance for students. Governing Board approval of the plan is required by the State and District. Pinellas County School District required submission of the St. Petersburg Collegiate High School Mental Health Assistance Allocation Plan, with the signature of Chair Stonecipher, by July 20, 2018 to meet the state deadline of August 1, 2018. The SPCHS plan was submitted on July 18, 2018, and subject to approval of the plan by the Board at the August 21, 2018, general meeting.

The SPCHS Mental Health Assistance Allocation Plan 2018-19 is attached.

Anne Cooper, Vice President, Academic Affairs; Catherine Kennedy, AVP, Accelerated Programs, International and UPC; Starla Metz, Principal, St. Petersburg Collegiate High School recommend approval.

# MENTAL HEALTH ASSISTANCE ALLOCATION PLAN 2018-19 ST. PETERESBURG COLLEGIATE HIGH SCHOOL (SPCHS)

### Mental Health Assistance Allocation Plan (s. 1011.62(16)(a) and (b), F.S.)

Focuses on delivering evidence-based mental health services.

1. Describe awareness prevention efforts that address mental health issues at tier one.

At SPCHS we implement the following awareness prevention efforts that promote universal wellness for students:

- Student seminars on:
  - o Suicide prevention
  - Healthy relationships
  - Bullying /Teen Dating Violence Prevention
  - Substance abuse and prevention
  - o Stress management
  - o Test anxiety
  - o Time management and organizational skills
- All students take Heath HLP 1080 (Personal Wellness) or the Health Options through Physical Education (HOPE) course
- Promote a student wellness club Fit4U: Titan Strong
- Promote a student Multicultural Club
- The Sandy Hook Curriculum, *Say Something*, will be implemented in the 2018-19 school year.
- Include wellness and substance abuse prevention information in email newsletters
- Mentor assigned to students as needed

The SPCHS faculty, guidance counselor, and administrators have all taken the *Youth Mental Health First Aid* training. Additional professional development will be offered during the 2018-19 school year to provide strategies to improve the early identification of social, emotional, behavioral problems or substance abuse disorders to improve the provisions of early interventions and services for students. Specific professional development planned includes Crisis Response training for the guidance counselor, restorative practices for the faculty and administrators, and *Say Something* training.

# 2. Describe evidenced based targeted mental health interventions that are available to address mental health needs at tier 2.

The following supports/interventions for targeted prevention and intervention through small group counseling will be provided by the SPCHS Guidance Counselor. Groups may include, but are not limited to the following:

- Grief Group
- Social Skills
- Suicide prevention
- Healthy relationships
- Bullying /Teen Dating Violence Prevention
- Substance abuse
- Stress management
- Test anxiety
- Time management and organizational skills
- Conflict resolution
- Small group counseling as needed

Outside resources, such as, Suncoast Safety Council, Alateen, and Pinellas County Schools' FACE IT (Families Acting Collaboratively to Educate and Involve Teens) program, which is a family focused alcohol, tobacco, and drug education and prevention program, will be utilized as needed.

# 3. Describe intensive evidenced based mental health interventions and services that are available to address mental health needs at tier 3.

SPCHS will provide indirect and direct student-level mental health services as follows:

- SPCHS Guidance Counselor will provide Individual counseling and support to families
- School Social Worker (contracted as needed) will provide direct and indirect services for children, families, and schools including:
  - o Interventions and instructional support to develop/support academic skills
  - o Interventions and mental health services to develop social and life skills
  - o Preventive services
  - o Family-School collaboration
- School Psychologist (contracted as needed) will:
  - Conduct comprehensive psychological evaluation and reevaluation including academic, behavioral, social-emotional, cognitive, and developmental data relevant to the initial consideration of Exceptional Student Education (ESE) or 504 eligibility and ongoing services as needed
  - Provide mental health services through individual and group counseling to assist in students' educational success
- School Nurse (contracted as needed) will provide support for students who have medical issues that impact mental health and wellness.
- BayCare Behavioral Health Student Assistance Program individual counseling sessions provided as needed
- MTSS Process will be implemented to address the social-emotional, behavioral and mental health needs of students.
- A release of information form will be completed so information can be shared between the student's primary care provider and designated school personnel as needed to support the student.

# Includes description of supports that addresses mental health needs (assessment, diagnosis, intervention, treatment, and recovery).

# 1. Describe mental health screening or assessment procedures for determining which students need mental health interventions and treatment.

When a staff member, parent, or student communicates a concern, the SPCHS staff member notifies a school administrator or guidance counselor. If immediate action is needed, the Suicide Prevention process is followed or the SPC/SPCHS Threat Assessment Team is convened. If the concern is not urgent, the student will work with the guidance counselor who will:

- Meet with the student to determine appropriate action to help the student. Actions taken may include counseling, a student support plan that includes school personnel, the family and/or community resources.
- The Mutl-Tiered System of Support (MTSS) Team will follow the MTSS process to determine interventions and supports to help the student. This problem solving model includes: **Defining** the problem, **analyzing** why it is occurring, **implementing** a plan of action, and **evaluating** if the plan is working. The student will be monitored closely and data reviewed frequently to determine if the interventions are effective for the student.
- School personnel will work collaboratively with the parents, the student's primary health care provider and/or outside agencies to support the student.

# 2. Describe the procedures for coordination and supports for students who received intensive community mental health services.

The MTSS Team will continue to monitor the student and the effectiveness of the interventions to provide support to the student. When a student receives intensive community mental health services the following will occur:

• A release of information form will be completed so information can be shared between the student's primary care provider and designated school personnel as needed to support the student.

• The student's academic performance and behavior will continue to be monitored to determine if the interventions offered by the community mental health services are effective. If interventions are not effective, the school will share information with parents, the student's primary health care provider and/or outside agencies to support the student as part of the MTSS process.

# Identifies evidence-based mental health services for students with one or more co-occurring mental health or substance abuse diagnoses and students at risk of such diagnoses.

# 1. Describe process for identifying and delivering evidence-based mental health interventions.

When a staff member, parent, or student communicates a concern, the SPCHS staff member notifies a school administrator or guidance counselor who will notify the MTSS Team so the MTSS process can be implemented. The SPCHS social worker, guidance counselor, and school psychologist will work collaboratively with the student and family to create an individualized plan to support the student and /or refer families to outside agencies and community resources to assist the student as needed.

### 2. Describe process for identifying and delivering evidence-based substance abuse interventions.

When a staff member, parent, or student communicates a concern, the SPCHS staff member notifies a school administrator or guidance counselor who will notify the MTSS Team so the MTSS process can be implemented. The student and family will be referred to the Pinellas County Schools' FACE IT program or another outside agency as needed. Additionally, St. Petersburg College provides free, individual counseling sessions to all students through BayCare Behavioral Health.

### Describes the collaborative partnerships with community providers and agencies.

# 1. Describe procedures for referring students to school-based mental health interventions and community-based mental health providers for treatment.

The parents, student, and SPCHS staff to include an administrator, guidance counselor, school psychologist, school social worker, and teacher(s) will meet to create an individualized plan for school-based mental health interventions as determined through the MTSS process. MTSS is a term used to describe an evidence-based model of educating students that uses data and problem solving to integrate academic, behavior, and social-emotional instruction and intervention to maximize the success of all students. The social worker, guidance counselor, and/or school psychologist will inform the student and his/her parent(s) of community-based mental health providers. Should the parent choose to enlist the services of a community partner, school personnel will work collaboratively with mental health professionals, the student, and parent(s) to share information and implement interventions to assist the student.

# **2. Describe procedures for referring students to community-based substance abuse treatment.** If a student has a substance abuse problem, the guidance counselor or social worker will work collaboratively with the student and family to refer the student to community-based substance abuse treatment programs available including the Pinellas County Schools' FACE IT program.

Describes process for coordinating mental health services with a student's primary care provider and other mental health providers, including procedures for information sharing.

# **1.** Describe in your plan a process to coordinate mental health services with a student's primary care provider or other mental health providers.

- A release of information form will be completed so information can be shared between the student's primary care provider, parent(s), and designated school personnel to support the student.
- Student progress monitoring will be ongoing with data shared monthly or as indicated in the individualized plan to determine if interventions are effective.

# Program Implementation and Outcomes (s. 1011.62 (16)(d), F.S.)

Identifies how many students are screened/assessed, how many students are referred for services, and how many students receive services/assistance (school-based and community). 1. Describe how you will document how many students are referred for services and how

### many students receive school based and community services.

The MTSS Team will keep a confidential database of students who are screened/assessed, referred for services, and received services/assistance.

2. Describe other outcome data that will be used to evaluate effectiveness of services (e.g., Early Warning System indicators, Youth Risk Behavior Survey data, school climate/student engagement data).

The following data will be used to evaluate the effectiveness of services:

- Student academic and discipline data
- School climate data
- Student engagement data
- Number of students referred to outside agencies
- Number of students who attend small group or individualized counseling
- Number of students who use BayCare Behavioral Health SAP

# Identifies number and credentials of mental health services providers employed by the school.

1. Please provide list of credentialed mental health services employees.

• LaDawn Bell, SPCHS Guidance Counselor, certified school counselor

# Identifies number and credentials of mental health services providers contracted by the school.

1. Please provide list of credentialed mental health service providers contracted by the school.

- School nurse currently contracted through Maxim Health Care
- Upon approval of this plan, SPCHS will contract with a licensed school psychologist and a licensed social worker

# Expenditures (s. 1011.62 (16), F.S.)

Documents 90% of expenditures allocated were allocated to direct mental health services or coordination of such services with primary care and mental health providers.

1. Provide Board Approved Budget for allocation expenditures and provide evidence these were allocated to direct mental health services or the coordination of such services. The budget for the Health Allocation will be as follows:

Total estimated allocation from FTE Revenue worksheet is \$5,526.82

<b>10%</b> for professional development and/or outside speakers for staff/students	\$ 552.68
90% for licensed social worker and licensed psychologist contracted services	\$4,974.14
Total anticipated expenditures	\$5,526.82
Includes assurances that Montal Health Assistance Allegation descent and	

Includes assurances that Mental Health Assistance Allocation does not supplant other funding sources OR increase salaries or provide staff bonuses.

1. Provide Board authorized signed assurance (form provided below).

Describes how school will maximize use of other sources of funding to provide school-based mental health services, where appropriate (e.g., Medicaid reimbursement, 3<sup>rd</sup> party payments, grants).

1. Describe plan and budget for other funding sources utilized to provide school-based mental health services.

- SPCHS currently employs a full-time certified guidance counselor for our 240 students and a nurse, who provides contracted services, as needed, through Maxim Health Care.
- St. Petersburg College provides a free Student Assistance Program to all students that provides assistance with stress, adjustment difficulties, anxiety, depression, substance abuse, relationships, and time management to prevent poor academic performance, drug and alcohol abuse, suicide, low self-esteem, and unhealthy relationships.

#### Plan Approval and Submission (s. 1011.62 (16)(c), F.S.)

Charter school governing body approved plan (board minutes included with plan submission). Date of Approval:

Local school board received and reviewed the charter school mental health plan.

Date Received: Date Reviewed:

Best Practice Considerations (optional for inclusion in Mental Health Assistance Allocation Plan):

- Describe awareness/prevention efforts that address mental health issues.
- Describe the mental health screening and assessment procedures for determining which students need mental health interventions and treatment.
- Describe process for identifying and delivering evidence-based mental health interventions.
- Describe procedures for referring students to school-based mental health interventions and community-based mental health providers for treatment.
- Describe other outcome data that will be used to evaluate effectiveness of services (e.g., Early Warning System indicators, Youth Risk Behavior Survey data, school climate/student engagement data).
- Describe how services will be delivered within a multi-tiered system of supports (universal/prevention, targeted, and intensive).

#### School Name:

St. Petersburg Collegiate High School (SPCHS)

#### Principal Name:

Starla R. Metz

Bv:

School: St. Petersburg Collegiate High School

Sponsor: Pinellas County School Board

By:

Director, Charter School Office

Board Chairman: Nathan Stonecipher

By: Starla X. Wi Principal: Starla R. Metz

### III. STATEMENT OF ASSURANCES

This form must be signed by a duly authorized representative of the charter school governing board.

As the authorized representative of St. Petersburg Collegiate High School charter school, I hereby certify that the information submitted in this mental health plan is accurate and true to the best of my knowledge and belief; and further, I certify that, the mental health allocation will not be utilized to supplant other funding sources OR increase salaries or provide staff bonuses.

The governing board, at its discretion, allows Nathan Stonecipher, SPCHS Governing Board Chair to sign as the legal correspondent for the school.

Signature

7/18/18

Nathan Stonecipher Printed Name

# MEMORANDUM

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

**FROM:** Dr. Tonjua Williams, President (Ju

**SUBJECT:** Quarterly Informational Report of Contract Items

This informational report includes executed contracts and/or items that have been approved by either the President or designee during the preceding Quarter and are being reported to the Board pursuant to Board of Trustees' Rule 6Hx23-5.903.

### Section A: Program Related Contracts

- 1. Affiliation Agreement with **American Medical Response, Inc.** (AMR) to provide preceptor and clinical/field internship experience to student in the Emergency Medical Services Program. The Agreement will commence as soon as possible and continue for the period of two years. There is no cost to the College. This item was approved by Anne Cooper on May 16, 2018. Department—Emergency Medical Services
- 2. Affiliation Agreement with **Americare Ambulance** to provide preceptor and clinical/field internship experience to students in the Emergency Medical Services Program. The Agreement will commence as soon as possible and will be automatically renewed from year to year unless terminated by either party. There is no cost to the College. This item was approved by Anne Cooper on April 20, 2018. Department—Emergency Medical Services
- 3. Affiliation Agreement with **BayCare Health System, Inc.** to provide clinical experience to students enrolled in continuing education allied health programs through the Workforce Institute. The Agreement will commence as soon as possible and continue through November 2019. There is no cost to the College. This item was approved by Jesse Coraggio for Anne Cooper on June 1, 2018. Department—Workforce Institute/CE Allied Health
- 4. Affiliation Agreement with **Bayfront HMA Convenient Care, LLC dba Bayfront Convenient Care, LLC** to provide clinical experience to students enrolled in the Clinical Medical Assistant program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on May 18, 2018. Department—Workforce Institute, Allied Health Programs
- 5. Affiliation Agreement with **Bayfront HMA Medical Center, LLC** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no

cost to the College. This item was approved by Anne Cooper on April 26, 2018. Department—Physical Therapist Assistant

- 6. Affiliation Agreement with **Centerpoint Medical Center of Independence, LLC dba Centerpoint Medical Center** to provide a preceptor and clinical experience for RN to BSN Nursing students in order to complete their Leadership Practicum hours in their employment setting. The Agreement will commence as soon as possible and continue for the period of two years. There is no cost to the College. This item was approved by Anne Cooper on May 1, 2018. Department—College of Nursing
- 7. Agreement with **Lori Davila** to provide Registered Nurse Remediation and Refresher course instruction, and Registered Nurse Lab Skills instruction for the Workforce Institute, CE Health Allied Health Programs. The Agreement will commence as soon as possible and continue through December 30, 2018. The cost to the College will be \$6,000. This item was approved by Anne Cooper on April 12, 2018. Department—Workforce Institute, CE Health, Allied Health Programs
- 8. Online Education Portal License and Operating Agreement with **DF Institute, LLC d/b/a Kaplan IT Training** to allow students in Career and Technical Education programs to access the KAPLAN IT learning management system for test preparation. The Agreement is ongoing unless terminated by either party. This item is to reflect anticipated costs associated with this Agreement which were not included in the previous report. Although the actual cost to the College cannot be determined, based on the volume of anticipated access by students, the annual cost to the College is estimated to be approximately \$13,545. The cost associated with this Agreement will be funded by the Perkins grant. This item was approved by Anne Cooper on May 1, 2018. Department—Career Connections/Perkins Grant
- 9. Affiliation Agreement with the **Florida Department of Health, Nassau County** to provide clinical experience to the College's health profession students. The Agreement will commence as soon as possible and continue for the period of four years. There is no cost to the College. This item was approved by Anne Cooper on May 21, 2018. Department—College of Health Sciences
- 10. Affiliation Agreement with **Florida Hospital Wesley Chapel** to provide clinical education practicum experience to students enrolled in continuing education allied health programs including RN Remediation, Patient Care Technician and Phlebotomy Technician. The Agreement will also provide for clinical experience for students enrolled in the College's Physical Therapist Assistant Program. There is no cost to the College. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Anne Cooper on May 29, 2018. Departments—Workforce Institute/Allied Health & Physical Therapist Assistant
- 11. Affiliation Agreement with **Galen of Florida**, **Inc. dba St. Petersburg General Hospital** to provide clinical experience to students enrolled in Physical Therapist Assistant, Emergency Medical Services, Health Information Technology, Radiography Technology, and Respiratory Care Programs at the College. The Agreement will commence as soon as

possible and continue for the period of two years. This item was approved by Anne Cooper on May 2, 2018. Departments—Physical Therapist Assistant, Emergency Medical Services, Health Information Technology, Radiography Technology, and Respiratory Care

- 12. Affiliation Agreement with **HCA Health Services of Florida, Inc. dba Blake Medical Center** to provide clinical experience to students enrolled in the Health Services Administration Program at no cost to the College. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Anne Cooper on May 2, 2018. Department—College of Health Sciences
- 13. Amendment to the Agreement with **Michelle Hubel** to provide technology course/class instruction for the Workforce Institute. This item is to amend the Agreement to cover additional costs through the end Agreement period of June 30, 2018. The costs will be increased from the previous amount of \$2,815.67 to \$3,894.37. This item was approved by Anne Cooper on April 11, 2018. Department—Workforce Institute
- 14. Affiliation Agreement with LP New Port Richey, LLC dba Peninsula Care and Rehabilitation Center to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible and continue for a period of three years; thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party. This item was approved by Anne Cooper on May 17, 2018. Department—Physical Therapist Assistant
- 15. Affiliation Agreement with LP New Port Richey, LLC dba Southern Pines Healthcare Center to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible and continue for a period of three years; thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party. This item was approved by Anne Cooper on April 6, 2018. Department—Physical Therapist Assistant
- 16. Agreement with the **School District of Manatee** that will allow College of Education students to obtain internship, observation and practicum experience through the School District of Manatee. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on May 29, 2018. Department—College of Education
- 17. Agreement with **H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.** to provide internship experience for students in the College's B.S. Biology Program. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved by Anne Cooper on May 14, 2018. Department—Natural Science—Biology
- 18. Agreement with the **School Board of Pinellas County** for a Career Pathways Articulation that will provide for the articulation between the College, Pinellas County High Schools and Pinellas Technical College. The Agreement will commence as soon as possible and continue

for the period of one year. There is no cost to the College. This item was approved by Anne Cooper on April 19, 2018. Department—Career Connections

- 19. Agreement with **Pinellas Technical College** (PTC), through its Public Works Academy to partner with SPC to provide Forklift Training. The College will coordinate with PTC for marketing and promotional activities regarding the training programs offered through SPC; select and pay instructors; manage student registration and collection of fees; provide training space if needed; maintain student records; and pay PTC 40% of the net training revenue. PTC will secure instructors; provide course curriculum; provide course marketing information and materials; arrange training space and equipment if needed; and provide Certificates of Achievement for successful students. Although the total cost/revenue for this Agreement is undetermined, based on a class of 10 students, SPC anticipates a net revenue after its expenses of approximately \$2,740 per class. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Anne Cooper on June 28, 2018. Department—Workforce Institute
- 20. Renewal Agreement with AJ Selmon International, LLC d/b/a U.S. College Connections to partner to promote the College's Intensive English Program to prospective students in Japan. AJ Selmon International will provide services such as marketing the program, providing a point of contact; assisting students with documentation and the application process; assisting SPC in resolving any student issues; and submitting invoices each semester. The Agreement will commence as soon as possible and continue for the period of one year. Based on an estimate of 5 students, the anticipated cost to the College for AJ Selmon's services over the one-year period of the Agreement is \$5,200; however, the cost will be offset by student fees. This item was approved by Anne Cooper on May 1, 2018. Department—Workforce Institute
- 21. Agreement with **AJ Selmon International, LLC, d/b/a U.S. College Connections** to partner to promote certain SPC degree programs to prospective students in Japan. AJ Selmon International will provide services such as marketing the program, providing a point of contact; assisting students with documentation and the application process; assisting SPC in resolving any student issues; and submitting invoices each semester. The Agreement will commence as soon as possible and continue for the period of one year. Based on an estimate of 5 students, the anticipated cost to the College for AJ Selmon's services over the one-year period of the Agreement is \$5,200; however, the cost will be offset by student fees. This item was approved by Anne Cooper on May 16, 2018. Department—Center for International Programs
- 22. Amendment to the Agreement with **SK Train** to add instructional services to the existing Agreement which continues through December 31, 2018. Under the current Agreement, SK provides curriculum for the Project Management Fundamentals course and the PMBOK Update course. Under the terms of the Amendment, SK will also provide instructional services at a cost to the College of \$53.82 per hour to teach the PMP/CAPM Exam Prep course and \$48.07 per hour to teach the PM Fundamentals and PMBOK 6<sup>th</sup> Edition classes. The additional cost to the College to add instructional services through December is

estimated to be \$9,200. This item was approved by Jesse Coraggio for Anne Cooper on June 5, 2018. Department—Workforce Institute

- 23. Agreement with the **Suwannee County School District** that will allow College of Education students to obtain internship, observation and practicum experience through the School District of Suwannee County. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on May 29, 2018. Department—College of Education
- 24. Affiliation Agreement with the **U.S. Department of Veterans Affairs, James A. Haley Veterans' Hospital** to provide clinical experience to students enrolled in the Health Information Technology Program at no cost to the College. This Agreement will commence as soon as possible and continue through April 2023. This item was approved by Anne Cooper on April 11, 2018. Department—Health Information Technology
- 25. Agreement with **Vitas Healthcare Corporation of Florida** to provide a preceptor and clinical experience for RN to BSN Nursing students in order to complete their Leadership Practicum hours in their employment setting. The Agreement will commence as soon as possible and continue for the period of one year; thereafter, the Agreement will automatically renew for successive one-year terms unless terminated by either party. There is no cost to the College. This item was approved by Anne Cooper on April 12, 2018. Department—College of Nursing
- 26. Agreement with **Jonathan Welker** to develop and deliver curriculum for new Workforce Institute courses in Geospatial Information Systems. The cost to the College for this Agreement will be \$1,000. The Agreement will commence as soon as possible and continue through August 31, 2018. This item was approved by Anne Cooper on April 30, 2018. Department—Workforce Institute
- 27. Affiliation Agreement with **West Florida PPH, LLC dba Palms of Pasadena Hospital** to provide clinical experience to students enrolled in the Respiratory Therapy and Radiography Programs at no cost to the College. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Jesse Coraggio for Anne Cooper on March 28, 2018. Departments—Respiratory Therapy and Radiography

#### Section B: Contracts above \$100,000 (\$100,001-\$325,000)

28. Agreement with **AvePoint, Inc.** whereby AvePoint will assist SPC technical staff with the implementation of critical backup capabilities for Microsoft Cloud based services/systems such as SPC Email; SharePoint Online; SPC Office 365 Staff/Student Groups; and OneDrive user file storage (Desktop Backups); and automation of the provisioning, governance and lifecycle management of SharePoint Online and Office 365/Teams groups. The Agreement will commence as soon as possible and continue for the period of three years. The cost to the College for the three-year period will be \$157,184. This item was approved by the President on June 21, 2018. Department—Information Systems – Networks

- 29. Agreement with **Dynamic Security, Inc.** to provide Security Officer services college-wide when needed for the period of one year. The cost to the College for the one-year period is estimated to be \$150,000. The Agreement will commence July 1, 2018 and continue through June 30, 2019. This item was approved by the President on June 8, 2018. Department—Security Services
- 30. Agreement with **i3 Group, LLC** to continue to provide the College with student loan management services to student borrowers. The i3 Group will use its best efforts to keep student borrowers in a current repayment status and remove delinquency to help student borrowers repay loans and deliver the lowest possible cohort default rate. More specifically, i3 Group will provide services such as student loan assistance; telephone, email and direct mail student borrower communications; reporting package information regarding repayment status; student borrower access to IonTuition and Webchat through the College's intranet portal; and loan record detail report analysis. The cost to the College for services under this Agreement is anticipated to be \$14,853 per month over a period of one year for a total anticipated cost to the College of \$178,236. This item was approved by the President on June 13, 2018. Department—Financial Assistance Services

### Section C: Contracts above \$50,000 (\$50,001-\$100,000)

- 31. Agreement with **Bachelor Degree Access Strategies**, **LLC** to continue to provide consulting services and deliverables as agreed to by the parties. Consulting services will be related to areas such as the development of articulation agreements, community partnerships, baccalaureate and graduate programs, and assisting in management transition services. The Agreement will commence July 1, 2018 and continue through June 30, 2019. The cost to the College will not exceed \$75,000 plus any approved travel expenses. This item was approved by the President on June 13, 2018. Department—President's Office
- 32. Agreement with **Bankmobile Technologies, Inc.** f/k/a Higher One, Inc. whereby Bankmobile will continue to provide comprehensive student refund disbursement services to St. Petersburg College from July 1, 2018 through June 30, 2021. The College will pay a base fee of \$7,500 per year and then additional costs based on its usage. It is estimated that the annual cost, including the base fee each year, will be approximately \$22,500 for an estimated cost to the College over three years of \$67,500. This item was approved by Brian Miles on May 21, 2018. Department—DO Business Office
- 33. Agreement with **Career America, LLC dba Financial Aid TV** (FATV) to provide the FATV GetAnswers Financial Aid Penny Chatbot Package as well as the Student Services Chatbot, the MyCourses Chatbot, and the Learning Support or Career and Academic Communities Chatbot. Although the College currently has an Agreement for the GetAnswers service, this new Agreement will replace that basic service with a more comprehensive GetAnswers product and add the Chatbot services for the other areas noted above. Students will continue to be able to access financial aid videos and answers online but will also be able to receive answers to general questions via online chat related to Financial Aid, Student Services, MyCourses, Learning Support and Career and Academic Communities. The cost to the College for this new Agreement (which includes a prorated

credit for the current service) will be \$77,000 over three years. The Agreement will commence July 1, 2018 and continue through June 30, 2021. This item was approved by Patrick Rinard on May 11, 2018. Department—Student Services

- 34. Agreement with **KFT Fire Trainer, LLC** to provide maintenance for the Kidde Fire Training Equipment including scheduled and on-call corrective support and repair. KFT will provide two scheduled site visits per year to include adjustments, parts and other repairs. The annual cost to the College will be \$19,500. The contract is for a period of three years. Based on the foregoing, the cost to the College for this period is anticipated to be \$58,500. Costs for any unplanned corrective maintenance and support not covered under the Agreement would be charged separately. This item was approved by Anne Cooper on April 6, 2018. Department—Fire Science
- 35. Agreement with **Kone, Inc.** to maintain the three Kone elevators at the Downtown Center. The Agreement will commence as soon as possible and continue for the period of five years. The cost to the College will be \$11,340 per year for a total contract amount of \$56,700 for the five-year period. This item was approved by Brian Miles on April 24, 2018. Department—Facilities Services
- 36. Agreement with **Ovid Technologies, Inc.** to continue the subscription for various electronic products to support the Nursing, Health Services Administration, Dental and Veterinary Technology programs. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$80,728. This item was approved by Anne Cooper on June 18, 2018. Department—District Library
- 37. Agreement with **ProEducation Solutions, LLC** to continue to provide consulting services for Financial Assistance Services to assist in processing of student files selected for federal verification and SAP appeal reviews. The renewal Agreement will commence as soon as possible and will continue for the period of one year. The anticipated cost to the College for this Agreement period will be \$89,000. This item was approved by Patrick Rinard on June 20, 2018. Department—Financial Assistance Services

#### Section D: Contracts above \$10,000 (\$10,001-\$50,000)

- 38. Agreement with **Allen, Norton & Blue, P.A.** to continue to provide legal services to the College from July 1, 2018 through June 30, 2019. The firm will provide services at an hourly rate of \$250 for attorneys and \$100 per hour for paralegals. This firm provides legal services associated with employment law issues. Although the total amount of this Agreement cannot be determined at this time, the expenditure approval sought is within the College's approved budgeted amount for Fiscal Year 2018-19. This item was approved by Suzanne Gardner on June 6, 2018. Department—General Counsel's Office
- 39. Agreement with **Astute Business Solutions** to provide one-time technical support services on a time and materials basis to assist the College's information technology staff with the move of the PeopleSoft Production system into the Oracle cloud. The Agreement will commence as soon as possible and continue for one year. The cost to the College will not

exceed \$20,000. This item was approved by Brian Miles on June 8, 2018. Department—Information Systems

- 40. Agreement with **Augusoft, Inc.** to continue to provide the Lumens Pro Learning Management System for the day-to-day operation and management of business solutions services for the Workforce Institute. This renewal Agreement includes the annual subscription fee (\$28,009.11) for Lumens Entrepreneur and Lumens API and the annual customization fee of \$8,998.91. The renewal period will commence as soon as possible and continue for one year at a total cost to the College of \$37,008.03. This item was approved by Anne Cooper on June 12, 2018. Department—Workforce Institute
- 41. Agreement with **Convergint Technologies** to provide security lockdown button capabilities for the St. Petersburg/Gibbs Library. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$17,462.33. This item was approved by Brian Miles on May 2, 2018. Department—Access Control
- 42. Agreement with **Convergint Technologies** to provide security lockdown button capabilities for the Seminole Campus Library. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$36,551.47. This item was approved by Brian Miles on May 2, 2018. Department—Access Control
- 43. Agreement with **Convergint Technologies** to provide security lockdown button capabilities for the LA Building on the Clearwater Campus. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$24,946.86. This item was approved by Brian Miles on May 2, 2018. Department—Access Control
- 44. Agreement with **Courtesy Valet Corporation** to provide parking attendants for the Palladium as needed. The Agreement will commence on July 1, 2018 and continue through June 30, 2018. The estimated cost to the College for the Agreement will be approximately \$20,000. This item was approved by Brian Miles on May 2, 2018. Department—Security
- 45. Agreement with **Extensys, Inc.** to provide maintenance and 24/7 support for the EMC SAN system, which is a critical part of the overall infrastructure that houses all department data and operations for the Center for Public Safety Innovation. The Agreement will commence on July 1, 2018 and continue for a period of five years. The cost to the College for the five-year period will be \$21,480. This item was approved by Anne Cooper on May 15, 2018. Department—Center for Public Safety Innovation
- 46. Agreement with **Laurie L. Hill** to provide professional consulting services including marketing, sales and business development for the College's Collaborative Labs. The Agreement will commence as soon as possible and continue through December 14, 2018. The College will pay the consultant a base fee of \$21,000 over the period of the Agreement and reimburse consultant for any travel expenses approved by the College in advance. Additionally, the consultant will be paid a commission of 10% based on the Gross Contract Price for any business for which the engagement occurs pursuant to the terms of the Agreement. This item was approved by Anne Cooper on June 25, 2018. Department—Collaborative Labs

- 47. Amendment to the Agreement with **Michelle Hubel** to provide consulting services associated with departmental technical support and online student learning management system (D2L) support for the College's Workforce Institute. The Agreement commenced on January 2, 2018 and will continue through June 30, 2018. This item is to increase the contract amount by \$3,963.09 for a total contract amount of \$15,688.05. This item was approved by Anne Cooper on April 3, 2018. Department—Workforce Institute
- 48. Agreement with **Michelle Hubel** to continue providing consulting services associated with departmental technical support and online student learning management system (D2L) support for the College's Workforce Institute. The renewal Agreement will commence on July 1, 2018 and continue through December 18, 2018. The estimated cost to the College for this Agreement will be approximately \$16,884. This item was approved by Anne Cooper on June 7, 2018. Department—Workforce Institute
- 49. Agreement with **Johnson Controls Fire Protection, LP f/k/a SimplexGrinnell** to provide fire alarm monitoring service at various locations collegewide. The Agreement will commence July 1, 2018 and continue through June 30, 2019. The cost to the College for this Agreement will be \$10,234.65. This item was approved by Brian Miles on June 12, 2018. Department—Facilities/In-house Construction
- 50. Agreement with **LaTuana Jones-Cruder** to provide instruction for the Clinical Medical Assistant and Phlebotomy Technician Allied Health programs from July 1, 2018 through December 31, 2018. The cost to the College for this period will be \$12,330. This item was approved by Anne Cooper on June 18, 2018. Department—Workforce Institute, CE Health, Allied Health Programs
- 51. Agreement with Lyrasis for a renewal subscription to LexisNexis Academic service for use in the College's Paralegal Studies and Business Programs. The Agreement is from July 1, 2018 through June 30, 2019. The cost to the College for this Agreement will be \$23,155.35. This item was approved by Anne Cooper on May 10, 2018. Department—District Library
- 52. Agreement with **Oracle America, Inc.** for a one-month service agreement from June 1, 2018 through July 1<sup>st</sup> 2018 that will allow Oracle to facilitate set up of the PeopleSoft production systems in the cloud. The purpose of the one-month contract is to give the College an extra four weeks to configure and test the migration of SPC ERP systems to the Oracle cloud. A separate agreement will be presented for approval to continue cloud services past July 1<sup>st</sup>. The cost to the College for this one-month agreement will be \$19,982.93. This item was approved by Brian Miles on May 31, 2018. Department—Information Systems AIS
- 53. Agreement with **ProEducation Solutions, LLC** to provide access to its ProDoc System that will allow students and parents to complete and e-sign school documents on any computer or smart device. This service will be available to the Financial Aid Office and SPC at large. ProEd will assist the College in developing electronic forms and procedures and protocols for information collected and stored. The College will provide VPN access to its network to integrate the electronic documents into the recipient document imaging and student information systems. The Agreement will commence July 1, 2018 and continue for the

period of one year. The cost to the College for the Agreement will be \$20,000. This item was approved by Patrick Rinard on June 14, 2018. Department—Financial Assistance Services

- 54. Agreement with **Savills Studley Occupier Services, Inc.** to review and analyze SPC data regarding properties including Allstate, Gibbs Wellness, Midtown Campus, EpiCenter, Downtown Center, Health Education Center and the Palladium and provide a report regarding cost impacts, lease documents, revenue generating scenarios, P3 impacts and relocation viability. The Agreement will commence as soon as possible and continue through project completion at a cost to the College of \$41,000. This item was approved by Brian Miles on May 9, 2018. Department—Administrative/Business Services and Information Technology
- 55. Agreement with **Skillsoft Corporation** to continue to provide e-learning modules via a learning management system for College employees that will allow for ongoing professional development of budgeted and non-budgeted employees. The Agreement renewal will commence as soon as possible and continue for the period of one year. The cost to the College for the renewal period will be \$33,929.89. This item was approved by Brian Miles on June 27, 2018. Department—Human Resources
- 56. Agreement with **SpaceLabs Healthcare, LLC** for the purchase of equipment that will provide students and staff with access to SpaceLabs' online learning platform and resources. In addition to the equipment purchase, the Agreement provides for one year of access to SpaceLabs' interactive e-Learning courses, as well as five years of updates to e-Learning course content. The cost to the College for this Agreement will be \$50,000. This item was approved by Anne Cooper on April 2, 2018. Department—Natural Science
- 57. Agreement with **Stryder Corp. dba "Handshake"** to provide a subscription to the Career Center Management platform, "Handshake" and other software tools for the management and optimization of career services. The Agreement includes additional services including premium support, reporting, payment integration, and implementation. The cost to the College for this Agreement will be \$13,000. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Brian Miles on May 7, 2018. Department—Career Connections
- 58. Continuation of the Agreement with **Talx Corporation** to use its employment verification services. The Agreement allows the College to pay on a per-transaction basis as each verification is needed and requested by the College. Although the Agreement is ongoing in nature, this item is to advise regarding the expenditure for the next fiscal period. The anticipated cost to the College from July 1, 2018 through June 30, 2019 will be \$11,250. This item was approved by Brian Miles on June 11, 2018. Department—Human Resources
- 59. Modification to the Agreement with the **U.S. Department of Veterans Affairs (Bay Pines)** whereby the College provides range and Matt room training services to the Bay Pines Veterans Affairs Police. The training is conducted at the Allstate Center. The current Agreement will continue through September 30, 2018. This item is to decrease the anticipated amount to be received under this Agreement during the contract period. The U.S.

Department of Veterans Affairs decreased the contract by \$5,424 and therefore, the anticipated amount to be received by the College through September 30, 2018 is approximately \$20,278. This item was approved by Anne Cooper April 10, 2018. This item is a correction to the information provided on the previous Quarterly Report. Department—FDLE Public Safety NC

- 60. Renewal of the Agreement with the **U.S. Department of Veterans Affairs (Tampa)** whereby the College provides range and Matt room training services to the Tampa Veterans Affairs Police. The training is conducted at the Allstate Center. The renewal Agreement will commence May 1, 2018 and continue through April 30, 2019. The anticipated revenue to the College during this period will be \$28,136. This item was approved by Anne Cooper April 10, 2018. Department—FDLE Public Safety NC
- 61. Modification to the Agreement with the U.S. Department of Veterans Affairs (Tampa) whereby the College provides range and Matt room training services to the Tampa Veterans Affairs Police. The training is conducted at the Allstate Center. This modification relates to the Agreement that concluded as of April 30, 2018. The modification is to reflect the reduction by the Veterans Affairs in the contract amount by a total of \$11,216.90. The anticipated amount to be received by the College from the VA was originally \$28,136; however, with the reduction noted above, the amount received under the Agreement period which ended April 30, 2018 was \$16,919.10. This item was approved by Anne Cooper on June 12, 2018. Department—FDLE Public Safety NC
- 62. Agreement with **WOW! Internet, Cable and Phone** to provide Performance High Speed Internet 1000/50, Static IP and modem rental for Internet service at the Physical Education Building on the St. Petersburg/Gibbs Campus (7001 Burlington Avenue). The Agreement will commence as soon as possible and continue for the period of five years. The cost to the College for the five-year period is estimated to be \$17,999.40 plus up to 3% for unforeseen taxes/fees. This item was approved by Brian Miles on April 20, 2018. Department— Information Systems - Network

#### Section E: Contracts below \$10,000

- 63. Dual Enrollment Agreement with **Admiral Farragut Academy, Inc.** (AFA) that will allow eligible AFA students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2018 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 25, 2018. Department—Dual Enrollment/Early College
- 64. Agreement with American Society of Composers, Authors and Publishers (ASCAP) to continue the Music Licensing Performance Agreement for an additional year through June 30, 2019. The cost to the College to continue this Agreement for this period is estimated to be approximately \$6,800. This item was approved by Brian Miles on May 21, 2018. Department—Business Services, Accounting

- 65. Agreement with **Jeffrey B. Anderson** to deliver a Retirement Planning course for adults ages 50-70 through the College's Workforce Institute. The Agreement will commence as soon as possible and continue for the period of one year. Based on an estimate of 50 students during this period, the net revenue to the College is anticipated to be \$1,250. This item was approved by Anne Cooper on May 8, 2018. Department—Workforce Institute
- 66. Agreement with **Banquet Masters, Inc.** to continue to provide food service for the St. Petersburg/Gibbs Campus. The renewal Agreement will commence on August 1, 2018 and continue through July 31, 2019. The College will receive remuneration based on a percentage from 2.5% 7% based on weekly sales revenue. This item was approved by Brian Miles on June 21, 2018. Department—Auxiliary Services
- 67. Agreement with **Blue Frame Technology**, **LLC** to provide live streaming, content management and software services for the Athletics Department. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for the Agreement will be \$3,000. This item was approved by Patrick Rinard on June 28, 2018. Department—Athletics
- 68. Agreement with **Broadcast Music, Inc. (BMI)** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2019. The cost to the College to continue this Agreement for this period is estimated to be approximately \$7,000. This item was approved by Brian Miles on May 21, 2018. Department—Business Services, Accounting
- 69. Dual Enrollment Agreement with **Calvary Christian High School** (CCHS) that will allow eligible CCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2018 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 25, 2018. Department—Dual Enrollment/Early College
- 70. Agreement with the **Children's Board of Hillsborough County Conference Center** to provide meeting space that will allow the College's Center for Public Safety Innovation to conduct grant funded training. The Agreement will commence as soon as possible and continue through September 30, 2018. There is no cost to the College. This item was approved by Anne Cooper on May 18, 2018. Department—Center for Public Safety Innovation
- 71. Agreement with Clear Channel Outdoor, Inc. to provide bulletin advertising at 10 locations in the Tampa Bay area for a total of 7 weeks from June 18, 2018 through August 5, 2018. The cost to the College for this Agreement will be \$8,750. This item was approved by Jesse Coraggio on May 16, 2018. Department—Marketing & Strategic Communications

- 72. Agreement with **Convergint Technologies** to provide security lockdown button capabilities for The Michael and Evelyn Bilirakis College of Education Building on the Tarpon Springs Campus. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$2,244.17. This item was approved by Brian Miles on May 1, 2018. Department—Access Control
- 73. Agreement with **Convergint Technologies** to provide security lockdown button capabilities for the Downtown Center. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$3,556.99. This item was approved by Brian Miles on May 2, 2018. Department—Access Control
- 74. Agreement with **Convergint Technologies** to provide security lockdown button capabilities for the Allstate Center. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$3,146.12. This item was approved by Brian Miles on May 2, 2018. Department—Access Control
- 75. Agreement with **Convergint Technologies** to provide security lockdown button capabilities for the BT Building on the Clearwater Campus. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$9,305.06. This item was approved by Brian Miles on May 2, 2018. Department—Access Control
- 76. Agreement with CustomGuide, Inc. to provide access to the CustomGuide Professional Library for use by the Workforce Institute. The license for the Professional Library is for one year and includes customizable courseware; quick references; practice files, instructor guides, and lesson timings; and new titles, updates and support. The Agreement also provides a one-year user license for Interactive Online Learning and includes interactive tutorials; interactive assessments; SCORM + LMS reporting up to 800 licenses; and new titles, updates, and support. The Professional Library and Interactive Online Learning licenses cover 10 Microsoft titles. The cost to the College for this Agreement for the period of one year will be \$7,490. This item was approved by Anne Cooper on June 18, 2018. Department—Workforce Institute
- 77. Agreement with **Direct Media USA** to provide bus super tail ad space from May 21 June 17, 2018 at a cost to the College of \$1,810. This item was approved by Jesse Coraggio on April 9, 2018. Department—Marketing & Strategic Communications
- 78. Agreement with **Do Good Work Educational Consulting, LLC** whereby Dr. Terrell Strayhorn will speak at SPC's 2018 Moving the Needle Conference on November 8, 2018 at the Seminole Campus. The cost to the College for this Agreement will be \$6,000. This item was approved by Patrick Rinard on April 11, 2018. Department—Enrollment Services
- 79. Dual Enrollment Agreement with **Dunedin Academy** (DA) that will allow eligible DA students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2018 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student

enrollment in each class. This item was approved by Anne Cooper on June 25, 2018. Department—Dual Enrollment/Early College

- 80. Agreement with **Elsevier, Inc.** to continue the subscription for the Science Direct College Edition that allows the College access to health and life sciences journals for use in the College's libraries. The Agreement will commence as soon as possible and continue for the period of one year at a cost to the College of \$3,734.48. This item was approved by Anne Cooper on April 16, 2018. Department—District Library
- 81. Agreement with **ERP Analyst, Inc.** to provide for a no-cost extension of the PeopleSoft Technical Support Statement of Work through April 30, 2018. This extension will allow for a total of 130 hours to be used under the SOW during this period. There is no additional cost to the College. This item was approved by Brian Miles on April 26, 2018. Department—Information Systems
- 82. Agreement with **Films Media Group** to continue to access the Films on Demand Veterinary collection for streamed video content to support the Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$551.25. This item was approved by Anne Cooper on April 23, 2018. Department—District Library
- 83. Agreement with **First Baptist Church of Indian Rocks, Inc.** to provide for the use of its worship center, a portion of its fellowship center and restroom facilities from 2:30 p.m. to 7:00 p.m. for the College of Nursing Pinning Ceremony to be held on May 3, 2018. The cost to the College for this Agreement will be \$4,625. This item was approved by Patrick Rinard on April 4, 2018. Department—College of Nursing
- 84. Agreement with **First Baptist Church of Indian Rocks, Inc.** to provide for the use of its worship center, fellowship center, hospitality room and restroom facilities from 7:00 a.m. to 1:00 p.m. for the College's Commencement Ceremony to be held on July 21, 2018. The cost to the College for this Agreement will be \$5,925. This item was approved by Patrick Rinard on April 20, 2018. Department—Enrollment Services
- 85. Agreement with **First Baptist Church of Indian Rocks, Inc.** to provide for the use of its fellowship center and restroom facilities from 7:30 a.m. to 12:30 p.m. for the College's Welcome Back Breakfast to be held on August 9, 2018. The Agreement also provides the College with access to the fellowship center stage and media support for 1 ½ hours the day prior to the event. The cost to the College for the facilities use will be \$930. Costs for catering of the breakfast for this event, which are yet to be determined, will be handled separately via the Purchasing process. This item was approved by Anne Cooper on June 20, 2018. Department—Instruction & Academic Programs
- 86. Agreement with **Florida Corporate SportsFest, Inc.** (FCS) whereby FCS will use the back portion of the St. Petersburg/Gibbs parking lot for their employees to park and shuttle to the SportsFest event being held on April 21, 2018. The College will receive \$2,000 from FCS, some of which may be used for SPC marketing at the event to raise visibility to businesses

and the community. SPC will also be considered as a Corporate Sponsor of the event at no cost. This item was approved by Brian Miles on April 11, 2018. Department—Facilities

- 87. Agreement with **Florida Gulf Coast University** (**FGCU**) whereby the College will provide FGCU the use of three classrooms on the Clearwater Campus on July 9-12, 2018 for professional development. The Agreement is a FGCU Addendum to the College's standard Facilities Rental Agreement. This item was approved by Patrick Rinard on June 27, 2018. Department—Provost Office, Clearwater
- 88. Agreement with **Harland Technology Services** for the renewal of maintenance on the scanner for the Downtown Center at a cost to the College of \$886. The Agreement will commence as soon as possible and will continue for the period of one year. This item was approved by Patrick Rinard on May 4, 2018. Department—Provost Office Downtown
- 89. Agreement with **Michelle Hubel** to provide consulting services related to the provision of technology course instruction for the Workforce Institute. The Agreement will commence July 1, 2018 and continue through December 18, 2018. The estimated cost to the College for this Agreement will be approximately \$2,615. This item was approved by Anne Cooper on June 7, 2018. Department—Workforce Institute
- 90. Dual Enrollment Agreement with **Indian Rocks Christian School** (IRCS) that will allow eligible IRCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2018 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 25, 2018. Department—Dual Enrollment/Early College
- 91. Agreement with **Integrated Imaging, Inc.** to maintain the radiology equipment used in the Veterinary Technology Program at the College. The Agreement includes monthly processor maintenance, developer, fixer, developer system cleaner, supplies, labor for x-ray service, and annual calibrations service with software upgrades. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$4,747.20. This item was approved by Brian Miles on May 7, 2018. Department—Veterinary Technology
- 92. Agreement with **Johnson Controls Fire Protection, LP f/k/a SimplexGrinnell** to provide burglary alarm monitoring service for the Allstate Center Indoor Firing Range. The Agreement will commence July 1, 2018 and continue through June 30, 2019. The cost to the College for this Agreement will be \$340.80. This item was approved by Brian Miles on June 12, 2018. Department—Facilities/In-house Construction
- 93. Agreement with **Junior Achievement of Tampa Bay, Inc.** (JA) to host the STEM TEC— Summer Career Institute Program whereby JA provides hands-on activities for students ages 14-17 in various career industries, workplace readiness training, team building, goal setting, personal motivation and job shadowing site visit experiences in fields related to Science,

Technology, Engineering and Math. The College will provide classrooms, a computer lab and lunch area as well as the use of the Digitorium for the closing ceremony for all JA STEM students. The program will take place on the Seminole Campus from June 4-29, 2018. There is no cost to the College. Department—Provost, Seminole Campus

- 94. Agreement with Junior Achievement of Tampa Bay, Inc. (JA) to host the STEM TEC— Summer Career Institute Program whereby JA provides hands-on activities for students ages 14-17 in various career industries, workplace readiness training, team building, goal setting, personal motivation and job shadowing site visit experiences in fields related to Science, Technology, Engineering and Math. The College will provide classrooms, a computer lab and lunch area. The program will take place on the Tarpon Springs Campus from June 4-29, 2018. There is no cost to the College. Department—Provost, Tarpon Springs Campus
- 95. Agreement with **Keep Pinellas County Beautiful**, **Inc.** (KPB) whereby KPB and the College's Natural Science department will partner for the purposes of periodic terrestrial/marine debris/litter removal from the Bay Pines Campus and shoreline. KPB will coordinate clean-ups and provide clean-up supplies for at least four clean-ups per year. The Agreement will commence as soon as possible and continue for the period of two years. There is no cost to the College. This item was approved by Anne Cooper on May 1, 2018. Department—Natural Science
- 96. Agreement with **Livestream**, **LLC** for a premium subscription for Livestream services for use by the Marketing Department. This Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$2,388. This item was approved by Jesse Coraggio on April 13, 2018. Department—Marketing & Strategic Communications
- 97. Agreement with **Mail Finance** to upgrade the current software from USPS only to multicarrier software which will also include UPS, Fed-Ex and DHL. The Amendment for the upgrade will commence as soon as possible and continue through the end of the current Agreement with Mail Finance which is August 9, 2021. The cost to the College for this Amendment will be \$1,951.12. This item was approved by Brian Miles on June 26, 2018. Department—Mail & Distribution
- 98. Agreement with **Marine Corps League, Inc.**, Major B.F. Hickey Detachment 57 to provide the League with the use of the Seminole Campus west parking lot and portable west restrooms for the League's Annual Benefit Car and Truck Show to be held on November 17, 2018. There is no cost to the College associate with entering into this Agreement. This item was approved by Patrick Rinard on June 5, 2018. Department—Provost, Seminole Campus
- 99. Dual Enrollment Agreement with Northside Christian School (NCS) that will allow eligible NCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2018 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student

enrollment in each class. This item was approved by Anne Cooper on June 25, 2018. Department—Dual Enrollment/Early College

- 100. Agreement with **Anthony Ottaviani, MD** to continue to serve as Medical Director for the Respiratory Care Program. This is an accreditation requirement for the Respiratory Care Program. The cost to the College for this Agreement will be \$4,800. Dr. Ottaviani will be paid in equal amounts at the end of Sessions I & II 2018-19 for his services. The Agreement period is from July 1, 2018 through June 30, 2019. This item was approved by Anne Cooper on June 7, 2018. Department—Respiratory Care
- 101. Agreement with Patterson Dental Supply, Inc. to provide maintenance and support for the Eaglesoft health information system used in the Dental Hygiene Clinic for the period of one year. The Agreement will commence July 1, 2018 and continue through June 30, 2019. The cost to the College will be \$2,136. This item was approved by Brian Miles on May 3, 2018. Department—Dental Hygiene
- 102. Agreement with **Pinellas County**, Real Estate Management that will provide the County with a temporary easement for the purpose of changing the slope of the 20' x 40' sidewalk and driveway on the HEC site. In addition, the College agrees to donate the sidewalk to the County rather than have the County acquire it through eminent domain. There is no cost to the College. This item was approved by Brian Miles on April 26, 2018. Department—Facilities
- 103. Dual Enrollment Articulation Agreement for 2018-19 between **Pinellas County School Board** and the College. The Agreement defines the academic programs and activities that will benefit *Dual Enrollment* students of Pinellas County. The College will offer information on student progress and acceleration mechanisms to students in Pinellas County high schools to facilitate greater success in post-secondary education. The School Board will market and encourage high school students regarding opportunities for Dual Enrollment articulation and accelerated college credit opportunities. The Agreement will commence as soon as possible and will ongoing; however, the Agreement must be reviewed and updated annually. There is no cost to the College. This item was approved by Anne Cooper on June 25, 2018. Department—Academic & Student Affairs
- 104. Agreement with **Primal Pictures, a division of Informa** for continued access to Anatomy.TV to support the Physical Therapy Assistant, Dental, Chiropractic, and Anatomy & Physiology classes. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$9,995. This item was approved by Anne Cooper on June 7, 2018. Department—District Library
- 105. Agreement with **QM Quality Matters, Inc.** to renew the consortium subscription to Maryland colleges and universities. The subscription provides SPC with access to certain benefits of the Higher Education Quality Matters program including rubrics, training, license, peer reviews and user group participation. The Agreement will commence July 1, 2018 and continue through June 30, 2019 at a cost to the College of \$2,600. This item was approved by Anne Cooper on April 16, 2018. Department—Online Learning & Services

- 106. Agreement with **Shaeleigh Reesher** to provide program management assistance for Allied Health programs for the Colleges Workforce Institute including all aspects of the RN Remediation/Refresher program, RN Remediation/Refresher Clinical coordination, and Assisted Living Administrator program from set up and advertisement stage through student enrollment. Ms. Reesher will be paid an amount of \$7,500 for these services. The Agreement will be from July 1, 2018 through December 31, 2018. This item was approved by Anne Cooper on June 12, 2018. Department—Workforce Institute
- 107. Agreement with Shaeleigh Reesher to provide program management assistance with the Clinical Medical Assistant, Phlebotomy Technician, Orthotics and Prosthetics, and CPR Programs from set-up and advertisement stage through student enrollment and classroom support. The Agreement will commence July 1, 2018 and continue through December 31, 2018. Ms. Reesher will be paid an amount of \$7,200 for these services. This item was approved by Anne Cooper on June 12, 2018. Department—Workforce Institute
- 108. Agreement with **Shaeleigh Reesher** to provide student recruitment and enrollment as well as coordination of external funding for Allied Health Certification programs. The Agreement will commence July 1, 2018 and continue through December 31, 2018. Ms. Reesher will be paid an amount of \$9,600 for these services. This item was approved by Anne Cooper on June 12, 2018. Department—Workforce Institute
- 109. Agreement with **Society of European Stage**, **Authors and Composers (SESAC)** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2019. The cost to the College to continue this Agreement for this period is estimated to be approximately \$3,000. This item was approved by Brian Miles on May 21, 2018. Department—Business Services, Accounting
- 110. Agreement with **Stanly Community College** (**SCC**) to continue the affiliation whereby SCC provides essential operational support to the Academy at SPC, which provides Cisco training through the College of Computer & Information Technology. SCC will provide unlimited support via email, telephone and web format. SCC will also provide Netlab access for Academy instructors for their professional development opportunities. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$600. This item was approved by Anne Cooper on May 10, 2018. Department—College of Computer & Information Technology
- 111. Dual Enrollment Agreement with **St. Petersburg Catholic High School** (SPCHS) that will allow eligible SPCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2018 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 25, 2018. Department—Dual Enrollment/Early College
- 112. Agreement with **Tagboard**, **Inc.** to provide access to proprietary tagboard social media "hashtag" aggregation technologies including moderation, curation, and display tools and

applications for use on the College's website, landing pages, and social media projects. The Agreement will commence July 1, 2018 and continue through December 31, 2020. The cost to the College for this period will be \$5,700. This item was approved by Jesse Coraggio on June 15, 2018. Department—Marketing & Strategic Communications

- 113. Agreement with **Talx Corporation** to use its employment verification services. The Agreement allows the College to pay on a per-transaction basis as each verification is needed and requested by the College. The Agreement will commence as soon as possible and continue unless terminated by either party. The anticipated cost to the College from May 1, 2018 through June 30, 2018 will be \$1,800. This item was approved by Brian Miles on May 21, 2018. Department—Human Resources
- 114. Agreement with the University of South Florida, Department of Internal Medicine for the services of Dr. Mark Rumbak for the Respiratory Care Program to provide physician input and related clinical expertise regarding pulmonary medicine during Sessions I & II 2018-19 at a total cost to the College of \$2,000. This item was approved by Anne Cooper on May 7, 2018. Department—Respiratory Care
- 115. Agreement with **Wolters Kluwer Clinical Drug Information, Inc. f/k/a Lexi-Comp, Inc.** to continue the license Agreement for the LEXICOMP Online for Dentistry and LEXICOMP Dental On-Hand: LEXI-Dental Complete for one year through May 30, 2019 at a cost to the College of \$1,989.19. This item was approved by Anne Cooper on May 3, 2018. Department—District Library
- 116. Agreement to partner with the **YMCA Greater Ridgecrest** to provide a Summer Learning Academy Program that seeks to increase the ability of the community's at-risk youth to pursue higher education. The Program will be from June 18, 2018 through July 27, 2018. The College will provide the use of certain classrooms, the lobby area of the Pharmacy building, and the UP lobby for lunch service. YMCA will recruit students and provide lunches. There is no cost to the College associated with entering into this Agreement. This item was approved by Patrick Rinard on June 11, 2018. Department—Provost, SE Campus

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

Suzanne Gardner, General Counsel, recommends approval.

ps0630181

August 21, 2018

# MEMORANDUM

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

**FROM:** Dr. Tonjua Williams, President  $(\Im u)$ 

**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 Trustee's 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:

- P.O. #104612 Sybyte Technologies Inc. This is in the amount of \$36,000.00 to develop and migrate work center for CPSI team and provide support. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- P.O. #104614 Prestige Ford Inc This is in the amount of \$98,308.00 for (4) police vehicles with light bar package. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Contract prices..." Recommended by Jason Krupp, Academic Program Director, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 3. P.O. #104636 Wested This is in the amount of \$59,329.00 funding allocation for 2017-2018 NSF LSAMP: Bridge to the Baccalaureate Program year 1 of 3 for subrecipient Wested. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12,

Exemption G: "Professional services…" **Recommended** by Jessie Coraggio, VP of Academic and Student Affairs, and approved by Jessie Coraggio, VP of Academic and Student Affairs

- 4. P.O. #104711 Consoli, Paul A– This is in the amount of \$221,667.00 for the CPSI full-time in-country model and continue to support the deliverables within the management of model precinct/smart policing grant in El Salvador. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 5. P.O. #104719 C8G Tactical Consulting Inc This is in the amount of \$81,800.00 for multijurisdictional counterdrug task force training. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 6. P.O. #104727 1<sup>st</sup> Responders Tact and Safety Training This is in the amount of \$105,000.00 to conduct three 60-day mentoring tours and one ninety day tour. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Tonjua Williams, President, St. Petersburg College.
- P.O. #104728 Globus Tracon LLC This is in the amount of \$105,000.00 to conduct three 60-day mentoring tours and one ninety day tour. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Tonjua Williams, President, St. Petersburg College.
- P.O. #104870 Delibanquetes Sa De Cv This is in the amount of \$74,295.00 for food service company for training that will be held at the police academy (ANSP). This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 9. P.O. #104902 Jeffries, Jane Leonard This is in the amount of \$81,000.00 for technical support analyst contractor to fulfill the role as technical writer for accreditation for MCTFT. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- **10.** P.O. #104904 Hoteles E Inversiones Sa De Cv This is in the amount of \$119,150.50 for training venue for ILP Leadership trainings that will be held during the period of July

2018 to April 2019. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." **Recommended** by Eileen LaHaie, Executive Academic Program Director, AC and approved by Tonjua Williams, President, St. Petersburg College.

- 11. P.O. #104940 Salas, Reinaldo Cortes This is in the amount of \$210,000.00 for mentoring and technical support to the El Salvador national police. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Tonjua Williams, President, St. Petersburg College.
- 12. P.O. #104985 Schoville, Charles Preston This is in the amount of \$45,000.00 for presentation of the Counterdrug Task Force Training Course "Gangs and the Transnational Threat- Street Gangs and the Prison Connection" from June 2018 through September 2018. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services…" Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Tonjua Williams, President, St. Petersburg College.
- 13. P.O. #105087 Salazar, John This is in the amount of \$210,000.00 for mentoring and technical assistance services to the El Salvador national police. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Tonjua Williams, President, St. Petersburg College.
- 14. P.O. #105111 Silis, Sandra Marina Glower This is in the amount of \$47,500.00 for MPP office manager position in El Salvador from June 1, 2018 through December 19, 2018. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 15. P.O. #105122 International Trademarks Distribution SA This is in the amount of \$54,000.00 for services for the I-2/UFED training. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 16. P.O. #105125 Avila, Myrna Stella This is in the amount of \$55,670.00 for translation services for the period of July 2018 to April 2019. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- **17.** P.O. #105289 Santiago, Ernesto Fernandez This is in the amount of \$93,600.00 for presentation of 40-hour community policing classes to be held between July 2018

through April 2019. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services…" **Recommended** by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.

# Change Orders listed in numeric order:

- P.O. #101158 McKeon, Nancy I This change order is in the amount of \$10,400.00 increase (new total is \$86,450.00). For SME to provide continuation of consultation and professional services at the law enforcement executive session July through August 2018. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- P.O. #102541 Assessment Technologies Inst LLC This change order is in the amount of \$124,000.00 increase (new total is \$234,000.00). For textbooks, DVD's, and assessment and review program for the College of Nursing for the fiscal year of July 1, 2017 to June 30, 2018. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption B: "Educational tests..." Recommended by Susan Baker, Dean, College of Nursing and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- P.O. #103636 Santiago, Ernesto Fernandez This change order is in the amount of \$5,200.00 increase (new total is \$41,600.00). For presentation of the 40-hour community policing classes to be held in El Salvador between January and June, 2018. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 4. P.O. #103674 Florida Crisis Response Team Inc This change order is in the amount of \$40,000.00 increase (new total is \$140,000.00). To deliver a 40-hour "Responding to Community Crisis" training in Florida. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services…" Recommended by Eileen LaHaie, Executive Academic Program Director, AC and approved by Anne Cooper, Senior 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.

August 21, 2018

## **MEMORANDUM**

TO: Board of Trustees, St. Petersburg College

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

SUBJECT: Quarterly Report of Dell Financial agreements

Section B: Major Technology Contracts

Material for August 21, 2018 BOT meeting – Quarterly report of Dell Financial agreements.

### Section B: Major Technology Contracts

1. Agreements with **Dell Financial Services, LLC** to lease a total of 236 computers; network infrastructure equipment for various sites; AV equipment and displays; and other computer equipment for use in various academic and administrative departments college wide. The leases, **entered into between April 1, 2018 and August 5, 2018** are for a period of 48-49 months. The cost to the College for these leases is expected to be approximately \$554,133.04. 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 \$6,835.04. Based on the foregoing, the total cost to the College for these 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.