

# MINUTES OF THE March 15, 2016 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

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The Board of Trustees of St. Petersburg College met on Tuesday, March 15, 2016 at the St. Petersburg College EpiCenter, 13805 – 58<sup>th</sup> Street N., Largo, Florida. The following Board members were present: Chairman Dale Oliver, Vice Chair Lauralee Westine, Bill Foster, Deveron Gibbons, and Nathan Stonecipher. Also present were William D. Law, Jr., President of St. Petersburg College and Secretary to the Board of Trustees, and Joseph H. Lang, Board Attorney. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

## NOTICE OF MEETING BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 9:00 a.m. on Tuesday, March 15, 2016, at the EpiCenter, Room 1-453, 13805 58<sup>th</sup> Street North, Largo, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are no rules being presented for adoption or amendment at this meeting.

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

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

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

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

**16-042.** In accordance with the Administrative Procedure Act, the following Agenda was prepared:

## AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES  
**March 15, 2016**

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

**I. CALL TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

**II. PRELIMINARY MATTERS**

- A. Presentation of Retirement Resolutions and Motion for Adoption  
None

- B. Recognitions/Announcements

- 1. Clearwater Campus Partnership with Helen Gordon Davis Centre for Women –  
Dr. Stan Vittetoe, Provost

**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 February 16, 2016 (*Action*)

**V. MONTHLY REPORTS**

- A. Board Attorney
- B. General Counsel – Introduce Mark St. Louis, Associate General Counsel
- C. Foundation Annual Update – Mr. Bill McCloud, Chair; Ms. Frances Neu,  
Vice President, Institutional Advancement and Executive Director Foundation  
(*Presentation*)

**VI. STRATEGIC FOCUS AND PLANNING**

- A. STUDENT SUCCESS AND ACHIEVEMENT

- 1. American Association of Community Colleges Pathways – Dr. Anne  
Cooper, Senior Vice President, Instruction and Academic Programs  
(*Presentation*)

- B. STUDENT SERVICES

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1. Tobacco Free Campus – Ms. Jamelle Conner, Provost; Mr. Patrick Chan, Student (*Presentation*)

## C. BUDGET AND FINANCE

1. Monthly Financial Report – Ms. Janette Hunt, Acting Budget and Compliance Director (*Presentation*)
2. Budgeted Enrollment Plan 2016-20017 – Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services (*Presentation*)

## D. ADMINISTRATIVE MATTERS

1. Construction
  - a. Clearwater Library Update – Mr. Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; Dr. Stan Vittetoe; Provost (*Presentation*)

## E. ACADEMIC MATTERS

1. Study Abroad 2016-2017 – Ms. Ramona Kirsch, Director, Primary Designated School Official (*Presentation/Action*)

## F. STRATEGIC PRIORITIES

1. Career Preparation and Placement – Dr. Jason Krupp, Director of Workforce Services; Dr. Marvin Bright, Provost, (*Presentation*)

## VII. CONSENT AGENDA

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

NONE

### B. NEW BUSINESS

#### 1. ACADEMIC MATTERS

- a. Credit Curriculum Changes – Ms. Margaret Bowman, Director, Curriculum Services (*Action*)
- b. Workforce and Professional Development Curriculum Changes – Dr. James Connolly, Director Workforce and Professional Development (*Action*)

#### 2. ADMINISTRATIVE MATTERS

- a. Human Resources
    1. Personnel Report (*Action*)
  - b. Annual Membership Assessment in Florida College System Risk Management Consortium (*Action*)
  - c. Construction Documents Phase III and Guaranteed Maximum Price, Renovation for Center and Academic Advising Center, Seminole Campus (*Action*)
  - d. St. Petersburg Police Department – Lease Agreement (*Action*)
  - e. Land Lease Agreement Between Verizon Personal Communications LP and St. Petersburg College (*Action*)
3. GRANTS/RESTRICTED FUNDS CONTRACTS
- a. U.S. Department of Education TRIO Talent Search (*Action*)
  - b. CareerSource Florida, Inc. – FloridaFLEX (*Action*)
4. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000 - NONE
5. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION – NONE

**VIII. INFORMATIONAL REPORTS**

NONE

**IX. PUBLIC ACCESS/UNAGENDAED ITEMS**

**X. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing -**

- 6Hx23-1.34 Discrimination Grievance Rule
- 6Hx23-2.01 Equal Employment Opportunity/Affirmative Action
- 6Hx23-2.010 Harassment and Relationships Policy and Definitions (Repealed)

**XI. PRESIDENT’S REPORT**

- Legislative Update

**XII. NEXT MEETING DATE AND SITE**

**April 19, 2016, Epi Center**

**XIII. ADJOURNMENT**

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If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting March 15, 2016, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

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

**\*No packet enclosure**

Date Advertised: February 12, 2016

Confirmation of Publication

[Notice of meeting](#)

**16-043. Under Item I, Call to Order**

The meeting was convened by Chairman Oliver at 9:00 a.m. The invocation was given by Mr. Stonecipher and was immediately followed by the Pledge of Allegiance.

**16-044. Under Item II, Preliminary Matters**

NONE

**16-045. Under Item II-B, Recognitions/Announcements**

Dr. Stan Vittetoe, Provost, recognized the Clearwater Campus Partnership with Helen Gordon Davis Centre for Women, postponed to May 17<sup>th</sup> Board of Trustees Meeting.

**16-046. Under Item III, Comments**

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

Mr. Foster commended the St. Petersburg College Men's Baseball team for their recent win against Daytona State College.

Dr. Law shared that, at the request of the Board, he is reaching out to Ms. Bridgette Bello and Mr. Bob Fine, former trustees, to invite them to a Board meeting to thank them for their service. Ms. Bello will attend the April 19<sup>th</sup> Board Meeting. We are awaiting a response from Mr. Fine about his availability.

Dr. Law advised the Board that the Operational Audit was completed and that there were no findings of consequence. There were two items concerning timesheets that have already been addressed. There were no security findings. Dr. Law said that given the size of St. Petersburg College, with several thousand employees and the thousands of transactions that take place, he was very pleased with the results of the audit.

**16-047. Under Item IV, Review and Approval of Minutes**

The minutes of the February 16, 2016 Meeting of the Board of Trustees of St. Petersburg College were presented by the chairman for approval. Ms. Westine moved approval of the minutes as submitted. Mr. Foster seconded the motion. The motion passed unanimously

**16-048. Under Item V, Monthly Reports**

Under Monthly Reports

Ms. Suzanne Gardner, General Counsel introduced Mr. Mark St. Louis, Associate General Counsel. She noted that Mr. St. Louis will begin his employment with St. Petersburg College on Monday, March 21, 2016. He is joining SPC from New College of Florida where he served as General Counsel since 2013. Mr. St. Louis, a former employee at SPC, expressed his appreciation at returning to the College.

Mr. Bill McCloud, Foundation Chair and Ms. Frances Neu, Vice President, Institutional Advancement, Instruction and Academic Programs presented the Foundation Update.

Ms. Neu informed the Board that the Foundation's current assets total \$61M, an increase of \$15M over six years. In addition, revenues for FY16 are \$2.1M, a 97% increase over six years. A comparison of the number of donors and their contributions have shown a steady increase over the same time period.

Ms. Neu noted that approximately 60% of donations go towards scholarships. Thirty-four percent go towards programs, 6% towards forums/events and 1% is unrestricted. She shared that a goal for the Foundation is to increase the number and amount of contributions through creating a history of giving, cultivation and engagement of donors. There has been steady growth in these two aspects as well. The largest segment of spending is on scholarships and these have increased in both the number of recipients and dollars awarded. She noted that the percent of awards by gender are approximately one-third to males and two-thirds to females, which aligns with the demographics of the College.

Ms. Neu reported that Achievement Awards, targeting students who are close to graduation, Presidential Scholarships and First Generation Awards, have also increased. Total awards totaled over \$2M for the FY15-16 Academic year.

Ms. Westine asked if the Presidential Award was for two years or four. Dr. Law responded that it is for 60 credits, or essentially two years. Ms. Neu added that Traditional Scholarships are typically awarded on an annual basis and students may re-apply for those scholarships.

Mr. McCloud, Chairman of the Foundation Board, shared that a strategic plan was developed during a Collaborative Labs event and that he had confidence that the incoming Chair and the current Board members would execute it successfully.

Mr. McCloud noted that the Development Committee will focus on larger donors to help grow the Foundation. He asked Mr. Ken Cherven to Chair this committee. Mr. McCloud recognized Mr. Steven Shepard for his efforts on the Governance Committee and Ms. Neu's performance as the Foundation's Executive Director.

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Ms. Neu reviewed strategic priorities established by the Foundation Board. She noted that the Development Committee will focus on gift acquisition through increasing gift size, expanding business partnerships, accessing high net worth individuals, creating a fundable projects portfolio, and looking for naming opportunities. She noted that the inaugural Speaker Series, featuring Steve Wozniak, was very successful. A second strategy will be to hold annual events that appeal to a broad audience where the proceeds will be directed towards the First Generation Scholarships. A third strategy is to develop a stronger Alumni Association. Focus will be on membership and renewal appeals, recognition of outstanding alumni, annual scholarship awards and continuing the newly established Alumni Connections newsletter. Ms. Neu noted that new software has been acquired to support this effort.

Mr. McCloud added that he would not have achieved his life's achievements without St. Petersburg College and then going on to obtain his engineering degree. He noted that the Foundation has several corporate partnerships and that there is a need to build more. Mr. McCloud noted that the Foundation Board developed an "elevator pitch" so that individual Board members could reach out to the community in a consistent manner.

Ms. Westine asked if the Annual Luncheon was coming up and Ms. Neu replied that it is scheduled for March 31, 2016. Ms. Westine shared that there are few things more motivating than listening to the students speak at the luncheon.

Ms. Neu noted that Mr. McCloud's tenure as Chair of the Foundation Board is ending at the end of March, but he will remain on the Board.

### **16-049. Under Item VI, Strategic Focus and Planning**

Under Strategic Focus and Planning:

#### A. STUDENT SUCCESS AND ACHIEVEMENT

1. American Association of Community Colleges Pathways – Dr. Anne Cooper, Senior Vice President, Instruction and Academic Programs  
(*Presentation*)

Dr. Anne Cooper, Senior Vice President, Instruction and Academic Programs, presented on the American Association of Community Colleges (AACC) Pathways. She reported that St. Petersburg College was one of 30 colleges in the nation and one of four in Florida that have been selected to participate in the AACC Pathways project. This opportunity provides the College access to best practices shared at "institutes" held throughout the year. It also allows SPC to explore integration of multiple college initiatives, such as the College Experience, Classroom Experience and Student Engagement Beyond the Classroom with other colleges and provide the means to increase student completion rates.

Dr. Cooper shared that the AACC Pathways project has four main goals. The first is to Map Pathways to student end goals. The four parameters for Mapping Pathways are: (1) that all programs are well-designed, (2) the student experience is unified, (3) guidance is both informational and experiential, and (4) there is a framework for career and academic communities. The pathways are meant to begin with the student's first contact with the College through the student's employment or continuation of their education. Dr. Cooper described the ten academic communities that have been established. All of the College's programs have been slotted into one of these communities.

The second goal for the project is to get every student on a path. Activities include early identification of student interests, contextualizing the Smart Start Orientation to align with their interests, create common, initial 15-hour credit hour course experiences, contextualize some general education courses, and provide experiential learning opportunities.

Dr. Cooper described the third goal: Keeping students on their path. Activities in this area include defining appropriate communication milestones for student encouragement and intervention, embedding meaningful career and/or transfer skills into the programs, and setting policies for completing college level Math and English requirements. Completion Key Performance Indicators have been established to track and encourage students to complete their Math and English requirements early in their programs. In addition, Dr. Cooper described the Early Momentum Key Performance Indicators that enable tracking and encouragement to students to take multiple courses to move them more quickly toward completion.

Dr. Cooper described the fourth goal of the Project: Make sure students are learning along their pathway. Activities include: mapping program learning outcomes to career and academic pathway courses, identifying where learning outcomes are introduced, practiced, reinforced and mastered along the pathways, and have faculty review how program learning outcomes should change along the pathway to align with course and assessment protocols.

Dr. Cooper shared the next steps for the Pathways Project. There is an institute scheduled for April 14-16, 2016, in Washington, D.C. A college-wide oversight committee will be established and, in a summer institute, have each program look at their curriculum and ensure that they are mapping to certification and degree programs and transfer plans.

Chairman Oliver asked Dr. Cooper if the sample plan she provided as a handout was achievable in two years. Dr. Cooper responded that it was.

Dr. Law emphasized that the intent is to guide students to the appropriate general education for their program as well as to create common assessments that can be described to both students and community employers. He noted that there are 183 pathway maps, one for each of the College's programs and that this project would take two to three years to mature.

**16-050. Under Item VI – B, Student Services**

**B. STUDENT SERVICES**



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1. Tobacco Free Campus – Ms. Jamelle Conner, Provost; Mr. Patrick Chan, Student (*Presentation/Action*)

Ms. Jamelle Conner, Provost, and Mr. Patrick Chan, Student, presented the Tobacco Free Campus proposal. Ms. Conner stated that the proposal being presented to the Board was to make all of St. Petersburg College's campuses smoke-free beginning August 1, 2016. Mr. Chan explained that this issue was first brought up at the SPC Gibbs "Lunch with the Provost" event by students who did not like walking through second-hand smoke on their way to classes. He explained that the Student Committee gathered data through surveys and did research on other college campuses. Survey results yielded that 62% of the almost 1,500 responders were in favor of reducing smoking on campuses. The initiative was presented to and approved by the Student Government Association college-wide, the Council of Campus Provosts and the Executive Leadership Committee.

Mr. Chan shared that the proposal notes that Tobacco Products include all forms of smoked tobacco, smokeless tobacco, and electronic cigarettes. It includes all students, faculty, staff, contractors, college partners (UPC, GED, etc), and visitors. Prohibited areas for all campuses include all property within the boundaries of the public sidewalks, including parking lots.

Ms. Conner shared the timeline of the implementation of this initiative with the Board. There would be initiatives around education, preparation and cessation support for smokers. The implementation would take effect on August 1, 2016 for all St. Petersburg College campuses and sites.

Chairman Oliver commended Mr. Chan on his presentation and asked Ms. Suzanne Gardner, SPC Attorney, if there would be any issues in enforcing this change in policy. Ms. Gardner responded that under the Florida Clean Air Act, Florida statutes authorize the College's trustees to regulate the use of tobacco on College campuses. Mr. Chan added that Hillsborough Community College, the University of Florida and Eckerd College all have similar policies in place.

Mr. Gibbons moved to accept the proposal to ban the use of tobacco products as outlined in the proposal. Ms. Westine seconded the motion. The motion passed unanimously.

## **16-051. Under Item VI - C, Budget and Finance**

1. Monthly Financial Report – Ms. Janette Hunt, Acting Budget and Compliance Director (*Presentation*)

Ms. Hunt presented the Monthly Financial Report. She reported that Tuition revenue as of the end of February (\$47,358,164) was 84% of the budgeted amount of \$56,498,805. She noted that a State appropriation of \$2.9M was received in February and another \$11M is expected in a few months. Overall revenues as of the end of February were \$100,532,364 and were tracking to budget (\$152,987,803) at 66%.

Ms. Hunt reported that Expenses as of the end of February were approximately 2% less than targeted and the current Fund balance is \$3,531,212.

Ms. Hunt then shared an update to the FY 2016/17 budget process. On March 3, 2016, \$2.3M of 66 strategic requests were presented by 28 requesters. The largest requests were for the College Experience Student Success Initiative (\$721K), Academic and Instructional Enhancements (\$567K), Engagement Beyond the Classroom (\$402K), and the Strategic Enrollment Plan (\$330K). Other smaller requests were for Marketing and Strategic Communications (\$123K), Career Employee Success (\$69K), Community Initiatives (\$59K) and the Quality Enhancement Plan (\$54K).

Ms. Hunt reviewed the Next Steps in the budget process. Between March 15 and April 1, the Academic, Student, and Systems Support Committees will prioritize the requests. On April 6, the Strategic Issues Council will do an overall prioritization and recommendations will be made in line with revenue projections.

Dr. Duncan reviewed the impact of Florida legislative decisions on the FY 2016/17 budget. As of July 1, 2015, the revenue budget was \$156M. He noted that, due to enrollment reductions, the budget was reduced \$2.3M based on Student Semester Hours. Another adjustment of -\$2.9M was made for the State Performance and Lottery funding. Dr. Duncan shared that an addition of \$1.8M was factored in for possible additional Performance Funds. This yields an estimated 2016/17 Revenue Budget of \$152.4M.

Dr. Law added that the Florida legislature and the Governor added an additional \$30M for colleges to earn through Performance Funding. St. Petersburg College's share of that \$30M pool is \$1.8M. If the College performs well, the \$1.8M would be earned plus the possibility of more funding. He added that the status of the state college standings is currently on the State Chancellor of Education's desk and not final. Dr. Law added that criteria for performance have been weighted. Dr. Law noted that the College should get information on performance standings within the next month.

Mr. Gibbons asked for confirmation that the College would not lose the \$1.8M currently in the pool and Dr. Law confirmed this.

Dr. Duncan reviewed some specific adjustments and highlights to the proposed expense budget. Notably, faculty salary adjustments were made based on holding faculty positions (-\$1.2M), reducing adjunct/supplemental expenses (-\$1M), holding administrative vacancies (-\$235K), 2015/16 personnel recurring expense lapse (-\$800K) and the Career Advising Model, Women on the Way and Bay Pines personnel (+\$419K). Dr. Duncan reported that the estimated 2016/17 Personnel Expense Budget is \$117.4M.

Dr. Duncan then shared that the Expense and Capital budget estimate for 2016/17 would be essentially flat to the current budget of \$35M. Dr. Duncan revealed the high-level estimated budget of \$152.4M, noting that the most significant item is the Lottery funding of \$1.8M, which would not be received until later in the fiscal year. He also noted that expenses would be approximately

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the same as the current year and that this is despite the 3% increase in salaries that was granted this year.

Dr. Law shared that there remain several months before the budget is finalized. Priorities are still being reviewed and that the Board would be kept informed as work continues.

2. Budgeted Enrollment Plan 2016-2017 – Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services  
(*Presentation*)

Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services. Dr. Coraggio reported that the Guaranteed Academic Course Schedule is based on two guiding values: that the schedule would meet student needs and that courses would not be canceled once they are posted on the schedule and revealed to students.

Dr. Coraggio reviewed the enrollment trends over the past five years and noted that 2015/16 enrollment expressed in student semester hours is estimated to be down 2.6% from last year. Term enrollment has also been down, but the percentage of full courses is up slightly. He attributed this to better planning for the current year and noted that the goal is to fill classes to an average of 90% capacity. Dr. Coraggio noted that there has been a shift in enrollment from face-to-face courses (-4.4%) to online (+1.3%). He added that this same shift is seen in the percentage of full classes.

Dr. Coraggio explained that this data is used to build a schedule of courses. He noted that, at a high level, the plan is the same as last year, but an appropriate shift of offerings is being made to reflect the change in face-to-face to online courses. Mr. Gibbons questioned the 103K enrollments in the online courses for the spring semester and Dr. Coraggio noted that some students take multiple courses and pay per credit hour. Dr. Coraggio summarized that the budgeted overall guaranteed schedule would be approximately the same as the current year, with adjustments made for the subtle shift from face-to-face to online courses. He assured the Board that the College has the capacity to deliver the schedule.

Mr. Stonecipher asked Dr. Coraggio when the dip in enrollment would level out and asked where the College stood in 2006/07. Dr. Coraggio responded that, at that time, the College was growing by “double digits,” but the economy had a direct impact on college enrollment in general. Mr. Gibbons reminded the Board that there is an inverse relationship between an improving economy and a drop in Enrollment. He added that the objective was to not drop in enrollment numbers by “double-digits” when the economy improved and that was achieved.

Dr. Law noted that the College is working hard on retention, since the students are already attending. He shared that there were 5,800 new students last fall and there are still new students, but not as large as in previous years. Dr. Coraggio added that enrollment is still a strong focus, but that retention is “low-hanging fruit” that merits the attention it has been given.

Mr. Gibbons noted that St. Petersburg College continues to be one of the largest provider of online courses in Florida. He asked about the pass/fail rate for these courses and how the College is monitoring growth. Dr. Law responded that the College is trying to follow student demand. Efforts are being made to discourage last minute online enrollments. To date, success rates for online courses mirror the College's overall success rates with some notably high rates in Nursing and Veterinary Technology, both in the 90+ percent range. Education is lower, at 38%. He also noted that 40% of the students take at least one online course a semester and that a goal is to provide support services for online courses equal to services for face-to-face students.

Dr. Law shared that it is the responsibility of the Deans to ensure that there is a seat available for students on the first day of class. An effort is also being made to be sure that faculty members are not taking on too many courses. He said the goal was five or six sections per semester. Dr. Law summarized by saying that the numbers for determining the Guaranteed Schedule feed directly into the overall budget.

**16-052. Under Item VI - D, Administrative Matters**

1. Construction
  - a. Clearwater Library Update – Mr. Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; Dr. Stan Vittetoe; Provost (*Presentation*)

Mr. Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services and Dr. Vittetoe gave an update on the Clearwater Joint-Use Library.

Mr. Waechter introduced Ms. Barbara Pickell, Director of the Clearwater Public Library, Ms. Jill Silverboard, Clearwater City Manager, Mr. Leo Arroyo, Canerday, Belfsky & Arroyo, and Josh Bomstein, Creative Contractors.

Dr. Stan Vittetoe reviewed the latest schematic drawings of the Joint-Use Library that will be constructed on the Clearwater Campus. He noted that the new building will be built in front of the current library building and the current administrative building will be torn down. He noted that many of the functions formerly performed by administrative staff are now being done differently and that the remaining business functions will be relocated. The new library will be an open concept and will house the combined libraries of the City of Clearwater and the Clearwater campus, but also the career advising center. A new parking lot will have 80 slots reserved for city patrons and there will be a net loss of six parking spaces out of 1700 to the campus.

Dr. Vittetoe reviewed the two-story floor plans and the elevations from the north, east and quad sides of the building. He then reviewed the timeline for construction. Dr. Vittetoe shared that approximately 75% of the constructions documents are under review and the final documents will be issued May 6. The Guaranteed Maximum Price will be delivered on May 27. The Clearwater City Council is scheduled to approve the project on June 16. The Guaranteed Maximum Price Approval is scheduled for St. Petersburg College approval on June 21 and groundbreaking is

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scheduled for July 2016. Dr. Vittetoe reported that the total budget is \$15M. St. Petersburg College's share will be \$9.1M and the City of Clearwater's share will be \$5.9M.

Ms. Silverboard expressed thanks on behalf of the Mayor, City Council and City Manager. She expressed excitement about delivering this project to the Clearwater community and noted that it goes beyond Clearwater since they are a member of the Pinellas Public Library Consortium as well. She added that the City Council would be briefed on the project this month.

Ms. Westine expressed her pleasure that a water feature has been designed into the project. Mr. Gibbons emphasized that there is not a "college side" or a "city side" to the building since the entire joint-use facility is open for use to both sides. He also expressed his pleasure that there will be a full learning lab space like some of the other campuses.

Ms. Westine asked Dr. Vittetoe if the business and advising center will be open as it is on the Tarpon Springs campus and Dr. Vittetoe responded that the design of the Tarpon Springs center was "shamelessly copied" for the Clearwater site. Mr. Waechter added that improvements to the Seminole Campus center are being made to also copy that same open design.

### **16-053. Under Item VI – E, Academic Matters**

#### **E. ACADEMIC MATTERS**

1. Study Abroad 2016-2017 – Ms. Ramona Kirsch, Director, Primary Designated School Official (*Presentation/Action*)

Ms. Ramona Kirsch presented Study Abroad 2016-2017. Ms. Kirsch reported that there are over 140 students enrolled in study abroad which is a 35% increase over last year. She added that since many of the programs still have openings, it is expected that more students will enroll. Ms. Kirsch noted that six new countries and two new academic programs have been added. The proposal that Ms. Kirsch presented to the Board includes 16 programs across a variety of disciplines and countries. Notably, a music program will be offered in Cuba, and a Vet Technology program at an elephant sanctuary will be offered in Thailand.

Mr. Gibbons moved to accept the proposed Study Abroad Program Proposal for 2016/17. Ms. Westine seconded the motion. The motion passed unanimously.

### **16-054. Under Item VI – F. Strategic Priorities**

1. Career Preparation and Placement – Dr. Jason Krupp, Director of Workforce Services; Dr. Marvin Bright, Provost, (*Presentation*)

Dr. Jason Krupp, Director of Workforce Services and Dr. Marvin Bright, Provost presented on Career Preparation and Placement. Dr. Krupp shared enrollment data by degree, noting that AA

degree enrollments are the largest at 17K, followed by Workforce AS degrees and certificates at almost 15K. He shared that there are currently 37 AS programs and 54 certificate programs. Workforce graduates have declined from last year.

Dr. Krupp reported that student preparation for careers includes internships and industry certification. He shared that many employers require bachelor's degrees and do not see the value of adding AA-degreed employees. The internship programs allow employers to see first-hand the performance of these employees. Participation in internship programs has been steadily growing.

Dr. Krupp reviewed placement data with the Board. He defined placement as including going into the military, continuing one's education or being employed in the field. The largest percentage of placed graduates find employment in the field. The overall percentage of placements is 90%. Dr. Krupp shared that the average salary of St. Petersburg College workforce program graduates is the highest of Florida colleges.

Dr. Bright explained that the Career Development Facilitator (CDF) Certification through the National Career Development Association is being offered to 114 Student Services Personnel through 13,680 hours of training. Training will be completed on March 25, 2016.

Dr. Bright shared that students are also being offered job preparation coaching in resume and cover letter writing and interviewing. In addition, they can have their LinkedIn account photos taken by SPC Photoshop course enrollees. He noted that many employers used LinkedIn to identify potential job candidates. Students can also use Burning Glass software to search job openings locally and across the nation. Dr. Bright added that, in addition to these services, over 1500 students have attended over 572 workshops, classroom visits and events.

Dr. Bright explained that career services are also being embedded into courses and webinars are available on demand. Enhancements to facilities have made access to career services easier.

Ms. Westine stated that she would invite anyone to visit the Tarpon Springs campus to see the advising and career center.

**16-055. Under Item VII - A, Consent Agenda**

Chairman Oliver asked the Board to consider all items under VII, Consent Agenda for approval. Mr. Foster requested further discussion on item D, the St. Petersburg Police Department Lease Agreement. Mr. Gibbons moved to accept all items under VII-B with the exception of item D. Ms. Westine seconded the motion. The motion passed unanimously. Discussion of item D is found under that paragraph.

Under Old Business

**NONE**

**16-056. Under Item VII – B, New Business**

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1. ACADEMIC MATTERS
  - a. Credit Curriculum Changes – Ms. Margaret Bowman, Director, Curriculum Services (*Action*)
  - b. Workforce and Professional Development Curriculum Changes – Dr. James Connolly, Director Workforce and Professional Development (*Action*)
2. ADMINISTRATIVE MATTERS
  - a. Human Resources
    1. Personnel Report (*Action*)
  - b. Annual Membership Assessment in Florida College System Risk Management Consortium (*Action*)
  - c. Construction Documents Phase III and Guaranteed Maximum Price, Renovation for Center and Academic Advising Center, Seminole Campus (*Action*)
  - d. St. Petersburg Police Department – Lease Agreement (*Action*)
  - e. Land Lease Agreement Between Verizon Personal Communications LP and St. Petersburg College (*Action*)

Mr. Foster noted that the College is receiving \$4.50/square foot for the use of this building, which just covers expenses and liability. He asked how much it would cost to bring the building to American with Disabilities Act compliance. Mr. Waechter responded that this has been completed, inspected and is ready for occupancy.

Mr. Foster raised a concern that should the Police Department move evidence into the building, a much more complicated set of requirements arise. He noted that, if that is the case, he would want the City of St. Petersburg to bear the cost and responsibility of any upgrades to the building that would be necessary.

Mr. Scott Fronrath, Provost at Allstate Center, responded that the Police Department is intending to use this space to store paperwork and digital evidence at the facility under their direct supervision. He added that the College could always ask for an amendment to the lease to address Mr. Foster's concerns. Mr. Fronrath stated that the Police Department has assured them that the kind of evidence that Mr. Foster is concerned about would not be stored there.

Dr. Law suggested that this item could be brought back before the Board next month, or the Board could vote on this item with amendments added to the lease. Mr. Gibbons moved that the

agreement be amended to reflect the terms discussed, and that it be approved by Dr. Law to move forward. Mr. Foster seconded the motion. The motion passed unanimously.

**16-057. Under Item VII-B.3, Grants/Restricted Funds Contracts**

The Board considered all Items under VII-B. Mr. Gibbons moved approval Ms. Westine seconded the motion. The motion passed unanimously.

Information regarding these items is as follows:

3. GRANTS/RESTRICTED FUNDS CONTRACTS

- a. U.S. Department of Education TRIO Talent Search (*Action*)
- b. CareerSource Florida, Inc. – FloridaFLEX (*Action*)

**16-058. Under Item VII-B.4, Bids, Expenditures and Contracts over \$325,000**

NONE

**16-059. Under Item VII-B.5, Capital Outlay, Maintenance, Renovation, and Construction**

NONE

**16-060. Under Item VIII, Informational Reports**

NONE

**16-061. Under IX, Public Access/Unagendaed Items**

Chairman Oliver closed the Board of Trustees meeting and opened the public hearing.

**16-062. Under Item X, Proposed Changes to BOT Rules Manual – Public Hearing**

A rulemaking hearing was conducted for the purpose of amending and/or adopting changes to the Board of Trustees Rules and Procedures Manual. Proof of public notice of this meeting is included as a part of these minutes. Internal notice was published in the **Blue and White** and notices were duly posted. The chairman requested comments from the public. The president sought approval of Item X. Mr. Gibbons moved approval. Ms. Westine seconded the motion. The motion passed unanimously.

Dr. Law explained that the changes to the Board of Trustees Rules Manual are related to the inclusion of pregnancy as a protected class under the Discrimination Grievance Rule and the EEO and Affirmative Action policies. The Harassment and Relationships Policy and Definitions were repealed under Florida Statute because they are now incorporated into other college procedures.

- 6Hx23-1.34 Discrimination Grievance Rule
- 6Hx23-2.01 Equal Employment Opportunity/Affirmative Action
- 6Hx23-2.010 Harassment and Relationships Policy and Definitions (Repealed)



**MINUTES OF THE March 15, 2016 MEETING OF THE BOARD OF  
TRUSTEES OF ST. PETERSBURG COLLEGE**

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Chairman Oliver closed the Public Hearing and re-opened the Board of Trustees meeting.

**16-063. Under Item XI, President's Report**

Dr. Law gave a legislative update. He stated that the Student Center at the Gibbs Campus has been approved by the legislation and will go to the Governor for final approval. He suggested that it would be a good time to call the Governor's office to garner support for this project.

Mr. Gibbons extended his thanks to Dr. Law for keeping this item in the budget. He noted that Senator Lee came to visit the campus. Mr. Gibbons expressed that it might be a worthy of a trip by Board members to Tallahassee to visit the Governor on this issue to let him know that dollars are needed to build this center. Mr. Gibbons also encouraged other Board members to visit the other campuses in the county to get a feel for how each one serves the needs of the immediate community.

**16-064. Under Item XII, Next Meeting Date and Location**

The Board confirmed its next meeting date and location as Tuesday, April 19, 2016, 9:00 a.m., at the EpiCenter

**XII. ADJOURNMENT**

Having no further business to come before the Board, Chairman Oliver adjourned the meeting at 11:01 a.m.

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**William D. Law, Jr.**  
**Secretary, Board of Trustees**  
St. Petersburg College  
FLORIDA

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**Dale Oliver**  
**Chairman, Board of Trustees**  
St. Petersburg College  
FLORIDA

**Attachments**  
**Board Memos and**  
**Supplemental Materials**

**Board of Trustees Meeting**  
**March 15, 2016**

## V – B. Introduce Mark St. Louis

### Mark St. Louis

Associate General Counsel



Mark St. Louis has accepted the position of Associate General Counsel with the College's General Counsel's Office, and will begin March 21, 2016. Mark is coming from New College of Florida, where he has served as General Counsel since 2013. Prior to this, Mark served as the Manager of the Center for Excellence in Higher Education Law and Policy at Stetson University College of Law where he assisted with coordinating the National Conference on Law and Higher Education and presented conference sessions on higher education law. Prior to his tenure at Stetson University College of Law, Mark worked in St. Petersburg College's Human Resources department as a program coordinator and with the Michigan Army National Guard from 2001 to 2008, where he was a Human Resources Specialist processing thousands of deploying service members in support of Operation Iraqi Freedom. Mark holds a J.D. from Stetson University College of Law, a M.B.A. from Baker College, and a B.A. from Michigan State University in Political Theory and Constitutional Democracy.

March 15, 2016

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St. Petersburg College  
**SPC**

V – C. Foundation Annual Update



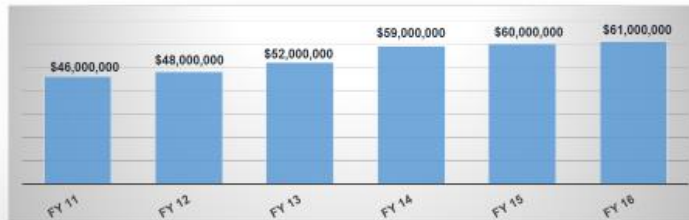
**St. Petersburg College Foundation**  
*Fiscal Year End Report\**  
March 15, 2016



\*Preliminary Report



**Financial Assets**



- Increase of \$15M over six years
- Represents primarily permanently and temporarily restricted funding
- Non-cash asset: Foundation Art Collection valued as an estimated \$25M



### Annual Revenue



- More than 97% increase in revenues over six years
- Over \$10M generated FY 11 – FY 16
- Leadership and support



### Donors and Contributions

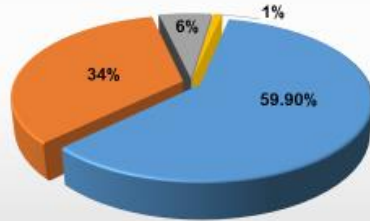


\*Payroll giving counted as one gift



**FY16 Contributions Objectives**

- Scholarships
- Programs
- Forums/Events
- Unrestricted



- Scholarships comprise largest segment of giving
- Contributions follow donor intent; more sophisticated giving
- Limited unrestricted dollars



**Contribution Size**

Contributions: Gift Size						
	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
\$50K and Over	3	3	5	3	2	4
\$25K - \$49,999	8	5	10	12	12	14
\$10K - \$24,999	12	12	16	20	22	29
\$5K - \$9,999	9	16	21	27	30	30
\$1K - \$4,999	46	51	64	125	137	106
<b>Total Gifts &gt; \$1K</b>	<b>78</b>	<b>87</b>	<b>116</b>	<b>187</b>	<b>203</b>	<b>186</b>



## Scholarship Initiative

Scholarships Awarded (Academic Year)								
Scholarship Type	Completed Apps	New Apps	# Recipients	% Male	% Female	# Awarded	Avg. Award	TOTAL AWARDS
Traditional Scholarships 2014-2015	2,938	967	1,537	28.41%	68.77%	1,996*	\$709	\$1,411,220
Traditional Scholarships 2013-2014 <i>(for comparison)</i>	1,725		1,325	27.55%	70.04%	1,670*	\$688	\$1,070,116
Achievement Awards 2014-2015			100	40%	60%	106*	\$413	\$43,743
Presidential Scholarships 2014-15	148	148	65	30.77%	69.23%	65	\$6,655/avg (60 hrs.)	\$432,600
First Generation (FA awards) 2015-16						916*	\$200	\$183,028
<b>TOTAL AWARDS</b>								<b>\$2,070,591</b>

\*Not unduplicated



## Foundation Board of Directors

### OFFICERS

**Bill McCloud, Chairman**  
Ret. Senior Vice President  
Woolie Transportation

**Beth A. Horner, Vice Chairman**  
Senior Vice President – Trust Director  
The Bank of Tampa

**Theresa K. Furnas, Treasurer**  
AVP Financial and Business Services  
St. Petersburg College

**Frances Neu, Secretary**  
VP Institutional Advancement / Foundation Executive  
Director, St. Petersburg College

**Angie Beltz**  
Vice President, Cisco Solutions Group at  
Tech Data Corporation

**Joseph G. Blanton, Finance and  
Investment Committee Chair**  
Raymond James and Associates, Inc.

**R. Michael Carroll**  
Ret. CFO, ClubCorp of America

**Kenneth P. Cherven, Development  
Committee Chair**  
The Bank of Tampa  
Ret. President – Pinellas Division

**Stephen O. Cole**  
Attorney, MacFarlane Ferguson & McMullen

**Paul Demirdjian**  
President/CEO  
Jagged Peak, Inc.

**John W. Doshier**  
Vice President/General Manager  
Bright House Networks - Pinellas Region

**Robert L. Hilton**  
First Vice President, Mustard Seed Advisors  
Raymond James Financial, Inc.

**Dr. William D. Law, Jr.,**  
President, St. Petersburg College

**Steven R. Shepard, Governance  
Committee Chair**  
Ret. Sr. VP & Gen. Counsel  
Western Reserve Life Assurance Co. of Ohio

**Shan Shikarpuri**  
President, Shan Shikarpuri & Associates, P.A.

**Richard B. Winning**  
Vice President, Derby Lane

**David Zillig**  
Ret. Co-Owner, Jani-King International



## Strategic Priorities



### Gift Acquisition

- Development Committee
- Increase gift size
- Expand business partnerships
- Access to high net worth individuals
- Develop *Fundable Projects* portfolio
- Naming Opportunities



### Annual Speaker Series

- Launch Inaugural event with Apple Co-founder Steve Wozniak
- Appeal to broad audience
- Generate support for First Generation Scholarships



### Alumni Association

- Membership / Renewal appeals
- New software/membership card
- 2016 Outstanding Alumnus: Congressman Gus Bilirakis
- Annual Scholarship Awards
- Alumni Connections newsletter



## Corporate Partners \$1,000+

Agile Thought, LLC  
The Bank of Tampa  
Baynard McLeod & Lang PA  
Bright House Networks, LLC  
Bristol-Myers Squibb Company  
Cisco Solutions Group/Tech Data  
Duke Energy, Inc.  
Fifth Third Bank  
General Dynamics  
Great Bay Distributors, Inc.

Gregory, Sharer & Stuart  
Jagged Peak, Inc.  
LEMA Construction Co.  
Liberty Mutual Group  
Lockheed Martin University  
McGraw-Hill Companies  
Merrill Lynch Wealth Management  
Nestle Purina PetCare Co.  
Raymond James Financial, Inc.  
RBC Wealth Management

Realty Consulting, Inc.  
RedVector, Inc.  
Sabal Trust Company  
Tampa Bay Rays, Inc.  
Transamerica  
Tribridge Holding, LLC  
Valley National Bank  
Walmart, Inc.  
Wells Fargo, Inc.





## QUESTIONS?



VI – A.1 American Association of Community Colleges Pathways Update



**SPC** St. Petersburg College




## Update

Anne Cooper  
SVP, Instruction and Academic Programs

Board of Trustees Meeting  
March 15, 2016

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## SPC Selected for the AACC Pathways Project

**What does this mean for SPC?**

- Engage with other national recognized institutions
- Learn and share best practices
- Accelerate integration of multiple college initiatives: College Experience, Classroom Experience, Student Engagement Beyond Classroom
- Provide the means for increasing student completion rates

**Only 30 Awards**

- **Florida Colleges**
  - St. Petersburg College
  - Broward College
  - Indian River State College
  - Tallahassee Community College





## Map Pathways to Student End Goals

**Start**  
First Contact  
with SPC



**Finish**  
Employed or  
continuing their  
education



**Parameters**

- All programs – well designed
- Create a Unified Student Experience
- Guidance – informational and experiential
- Framework – career and academic communities



**SPC** St. Petersburg  
College



## Career and Academic Communities

1. Art, Humanities, and Design
2. Business
3. Communication
4. Education
5. Engineering, Manufacturing, and Building Arts
6. Health Sciences and Veterinary Technology
7. Public Safety, Policy, and Legal Studies
8. Science and Mathematics
9. Social and Behavioral Science and Human Services
10. Technology



**SPC** St. Petersburg  
College



## Get Students on a Path

1. Identify preliminary interest from 10 areas
2. Contextualize Smart Start Orientation
3. Create common, initial 15 credit hour course experience
4. Contextualize some general education courses
5. Provide experiential learning opportunities



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College



## Keep Students on their Path

1. Define appropriate communication milestones encouragement and intervention
2. Embed meaningful career and/or transfer skills (see handout)
3. Set policies for completing college level Math and English requirements



**SPC** St. Petersburg  
College



## Completion Key Performance Indicators

	Fall 2012:		Fall 2013:		Fall 2014:	
	N	%	N	%	N	%
<b>Total FTEIC Students*</b>	<b>3021</b>	<b>100%</b>	<b>3136</b>	<b>100%</b>	<b>3108</b>	<b>100%</b>
<b>Gateway Math and English completion</b>						
Completed college Math in year 1	1060	35%	1212	39%	1212	39%
Completed college English in year 1	1753	58%	1903	61%	1905	61%
Completed both college Math and English in year 1	937	31%	1083	35%	1158	37%

\*FTEIC Students: Students who enrolled for the first time in postsecondary education (no previous college credits or degrees) in at least one credit course (developmental or college-level, but excluding non-credit offerings) at your college during the given fall term. Students who were "dually enrolled" at your college and in high school previously and in the given term should be excluded.



**SPC** St. Petersburg College




## Early Momentum Key Performance Indicators

	Fall 2012:		Fall 2013:		Fall 2014:	
	N	%	N	%	N	%
<b>Total FTEIC Students*</b>	<b>3021</b>	<b>100%</b>	<b>3136</b>	<b>100%</b>	<b>3108</b>	<b>100%</b>
Earned 15+ college credits in year 1	1146	38%	1242	40%	1262	41%
Earned 24+ college credits in year 1	481	16%	491	16%	553	18%
Earned 30+ college credits in year 1	145	5%	130	4%	170	5%

\*FTEIC Students: Students who enrolled for the first time in postsecondary education (no previous college credits or degrees) in at least one credit course (developmental or college-level, but excluding non-credit offerings) at your college during the given fall term. Students who were "dually enrolled" at your college and in high school previously and in the given term should be excluded.





**SPC** St. Petersburg College




## Ensure Students Are Learning

1. Map program learning outcomes to career and academic pathway courses
2. Identify where outcome introduced, practiced, reinforced and finally mastered
3. Faculty review how program learning outcomes should change along pathway to align their course and assessment protocols





**SPC** St. Petersburg College



## Next Steps

<b>1. Pathway Institute #2</b>	April 14-16, 2016, Washington, DC
<b>2. Establish college wide oversight committees for Guided Pathways</b>	Communication mapping and classroom experience components
<b>3. Summer Institute 2016</b>	Map all certificates, certifications, degree programs and transfer plans within the 10 career and academic communities
	Identify common career and academic community initial course work



**SPC** St. Petersburg College



Questions?

VI - B.1 Tobacco Free Campus



## Tobacco Free Campus

Board of Trustees Meeting

March 15, 2016

Patrick Chan, Student St. Pete/Gibbs Campus

Jamelle Conner, Provost St. Pete/Gibbs Campus



## Student Led Initiative

- Students presented the issue at the SPC Gibbs lunch with the provost event
- Student Committee gathered data and completed research
- Administered collegewide student survey
  - Almost 1,500 survey responses received
  - Over 62% were in favor of reducing smoking on campus
- This initiative received approval by:
  - Student Government Association Collegewide
  - Council of Campus Provosts
  - Executive Leadership Committee







## Tobacco Free Proposal

- Tobacco Products include all forms of smoked tobacco, smokeless tobacco, and electronic cigarettes
- Includes all students, faculty, staff, contractors, college partners (UPC, GED, etc), and visitors
- Prohibited areas for all campuses include all property within the boundaries of the public sidewalks, including parking lots.



## Timeline

- **Spring/Summer 2016: Education, Preparation, Support**
  - Develop and Implement multi-faceted communication plan to include current/future students/partners, faculty, and staff
  - Develop Official College Policy and Procedures
  - Facility changes, including signage and a plan for removal of designated smoking areas, ash cans, etc.
  - Free Smoking Cessation Resources available to all students, faculty, and staff
- **Fall 2016: Implementation**
  - Effective August 1, 2016 - All St. Petersburg College campuses/sites Tobacco Free



## Questions

VI – C.1 Monthly Financial Report



St. Petersburg College  
Board of Trustees  
Monthly Financial Report &  
FY16/17 Budget Update

Janette Hunt  
March 15, 2016



Revenue Focus

ST. PETERSBURG COLLEGE				
FY15-16 OPERATING BUDGET TO ACTUAL REPORTING: July 1 - Feb 29				
Revenue	FY15-16 Budget	FY15-16 Actual	% YTD Actual to Total Budget	% Tracking to YTD Budget
Student Tuition & Out-of-State Fees	\$ 56,498,805	\$ 47,358,164	84%	
State Appropriation - CCPF	\$ 54,863,174	\$ 36,710,788	67%	
State Appropriation - Lottery	\$ 14,934,524	\$ 2,986,905	20%	
Performance Funding	\$ 1,202,209	\$ 781,435	65%	
Operating Cost for New Facilities	\$ 172,604	\$ -	0%	
Learning Support Access Fee	\$ 1,831,810	\$ 1,458,123	80%	
Distance Learning Fee	\$ 3,752,441	\$ 3,016,895	80%	
Technology Fee	\$ 2,815,337	\$ 2,301,341	82%	
Lab Revenue Fees	\$ 1,714,401	\$ 1,635,144	95%	
Industry Certifications	\$ 150,000	\$ -	0%	
Other Revenues	\$ 5,397,200	\$ 2,936,661	54%	
Other Student Fees	\$ 1,622,007	\$ 763,756	47%	
Fund Transfers In	\$ 3,568,839	\$ 574,153	16%	
Revenue Stabilization Reserve	\$ 2,173,009	\$ -	0%	
One-Time Non-Recurring Funds	\$ 2,291,443	\$ -	0%	
<b>Total Revenues - Fund 1x</b>	<b>\$ 152,987,803</b>	<b>\$ 100,523,364</b>	<b>66%</b>	<b>66%</b>





Expense Focus

ST. PETERSBURG COLLEGE				
FY15-16 OPERATING BUDGET TO ACTUAL REPORTING: July 1 - Feb 29				
Operating Costs	FY15-16 Budget	FY15-16 Actual	% YTD Actual to Total Budget	% Tracking to YTD Budget
<b>Personnel &amp; Benefits</b>				
Total Personnel & Benefits	\$ 118,154,416	\$ 77,062,010	65%	66%
<b>Current Expense</b>				
Total Current Expense	\$ 31,771,510	\$ 18,325,431	58%	59%
<b>Capital Spending</b>				
Total Capital Spending	\$ 3,347,196	\$ 1,604,711	47.9%	70%
<b>Total Operating Costs - Fund 1x</b>	\$ 153,273,122	\$ 96,992,152	63%	65%
<b>Total Remaining Funds (Surplus/Deficit)</b>	\$ (285,320)	\$ 3,531,212		



Operating Budget Fund Balance Trends

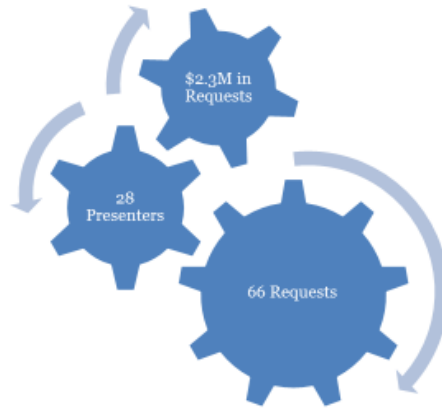




## FY16 - 17 Budget Development Update



## FY16-17 Strategic Budget Presentation Day





### Strategic Budget Request Summary

College Experience Student Success Initiative	• \$721K
Academic and Instructional Enhancements	• \$567K
Engagement Beyond the Classroom	• \$402K
Strategic Enrollment Plan	• \$330K
Marketing and Strategic Communications	• \$123K
Career Employee Success	• \$69K
Community Initiative	• \$59K
Quality Enhancement Plan (QEP)	• 54K



### FY16 - 17 Strategic Requests – Next Steps

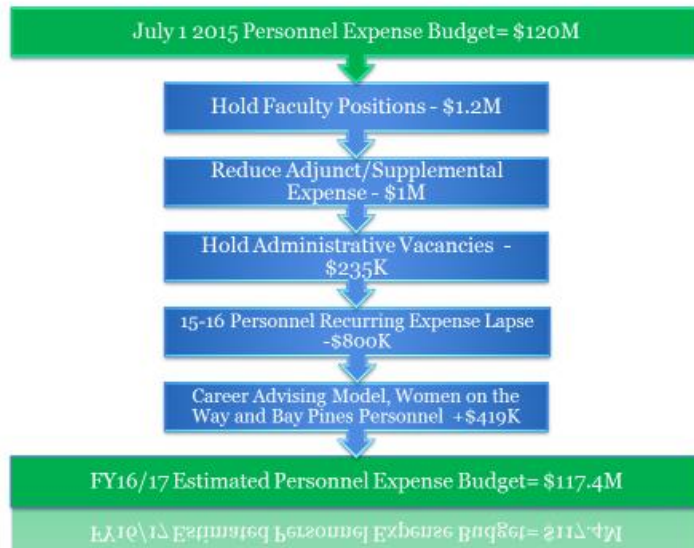
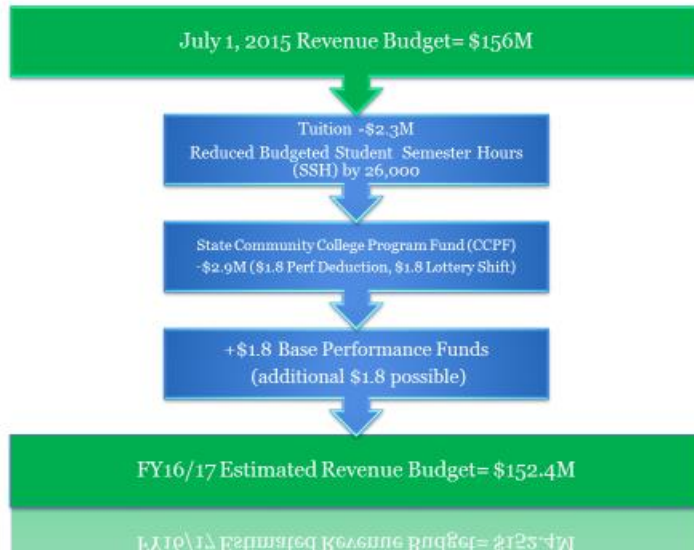
March 15 – April 1: Prioritization by Academic, Student, and Systems Support Committees

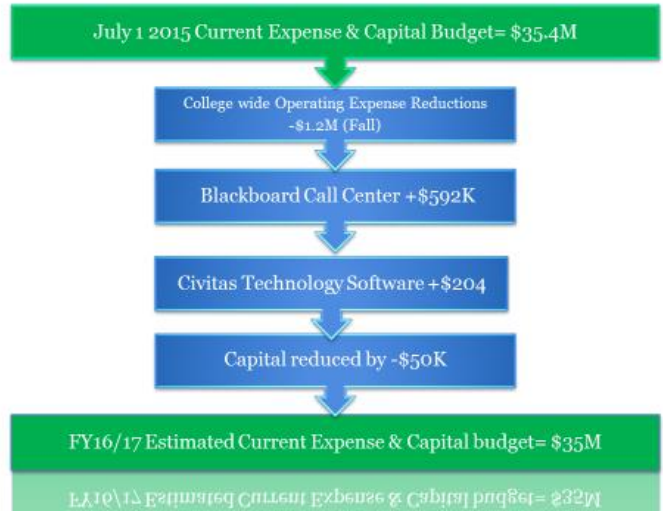


April 6: Overall Prioritization by Strategic Issues Council



Recommendations made in line with Revenue Projections





**Estimated FY16-17 St. Petersburg College Operating Budget**

Revenue	As of July 1, 2015	Legislature Approved
Student Tuition & Out-of-State Fees	\$ 58,920,268	\$ 56,500,516
State Appropriation - CCPF	\$ 54,863,174	\$ 51,974,141
State Appropriation - Lottery	\$ 14,934,524	\$ 16,693,508
<b>Performance Funding</b>	<b>\$ 1,202,209</b>	<b>\$ 1,800,000</b>
Operating Cost for New Facilities	\$ 172,604	\$ -
Learning Support Access Fee	\$ 1,909,846	\$ 1,834,042
Distance Learning Fee	\$ 3,752,441	\$ 3,814,485
Technology Fee	\$ 2,938,032	\$ 2,818,596
Lab Revenue Fees	\$ 1,714,401	\$ 1,714,401
Industry Certifications	\$ 150,000	\$ 150,000
Other Revenues	\$ 5,397,200	\$ 5,397,200
Other Student Fees	\$ 1,622,007	\$ 1,622,007
Fund Transfers In	\$ 3,556,839	\$ 3,556,839
Revenue Stabilization Reserve	\$ 2,173,009	\$ 2,173,009
One-Time Non-Recurring Funds	\$ 2,291,443	\$ 2,291,443
<b>Total Revenues - Fund 1x</b>	<b>\$ 155,597,996</b>	<b>\$ 152,400,187</b>
<b>Operating Costs</b>	<b>As of July 1, 2015</b>	<b>Legislature Approved</b>
<b>Personnel &amp; Benefits</b>		
<b>Total Personnel &amp; Benefits</b>	\$ 120,123,290	\$ 117,435,123
<b>Current Expense</b>		
<b>Total Current Expense</b>	\$ 32,077,510	\$ 31,671,510
<b>Capital Spending</b>		
<b>Total Capital Spending</b>	\$ 3,397,196	\$ 3,347,196
<b>Total Operating Costs - Fund 1x</b>	<b>\$ 155,597,996</b>	<b>\$ 152,453,829</b>
<b>Total Remaining Funds (Surplus/Deficit)</b>	<b>\$ (0)</b>	<b>\$ (53,642)</b>





## Questions

VI – C.2 Budgeted Enrollment Plan 2016-2017

St. Petersburg College  
**SPC**

**Budgeted Enrollment Plan  
for 2016-17**

*Board of Trustees Meeting  
March 15, 2016*

An Achieving Institution

St. Petersburg College  
**SPC**

**Guaranteed Academic Course Schedule**

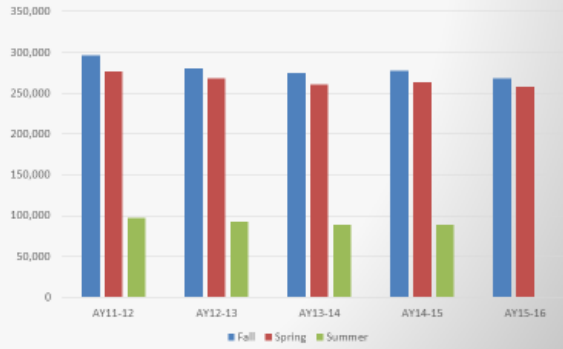
- Academic Course Schedule designed to meet student needs.
- Courses will not be canceled once posted on the schedule and revealed to students.

**Guiding Values**

An Achieving Institution

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Student Semester Hours



Review of Enrollment Trends



Measures	2010	2011	2012	2013	2014	2015
Headcount	45,075	45,416	44,245	43,276	43,856	42,715*
SSH	683,490	670,357	641,433	625,034	630,335	614,176*
SSH % Diff		-1.9%	-4.3%	-2.6%	0.9%	-2.6%*

\*Note: Estimated academic year based on enrollment as of February 29<sup>th</sup> and the prior Summer semester.

Review of Enrollment Trends



Measures	Fall 2014	Spring 2015	Summer 2015	Fall 2015	Spring 2016
SSH	272,725	258,869	88,437	263,883	253,260
SSH % Change (year-over-year)	1.1%	0.9%	-0.3%	-3.2%	-2.1%
SSH Percent Full	88.6%	85.7%	72.6%	85.6%	89.9%

## Review of SSH Term Enrollment

Measures	Fall 2014	Spring 2015	Summer 2015	Fall 2015	Spring 2016
Face-to-Face SSH	169,126	156,472	39,817	161,981	149,562
Face-to-Face SSH % Change (year-over-year)	-1.1%	-0.5%	0.2%	-4.2%	-4.4%
Face-to-Face SSH Percent Full	85.2%	82.0%	63.6%	82.1%	83.5%
Online SSH	103,599	102,397	48,620	101,902	103,698
Online SSH % Change (year-over-year)	4.9%	3.2%	-0.8%	-1.6%	1.3%
Online SSH Percent Full	94.7%	92.0%	82.1%	91.8%	101.0%

## Review of SSH Term by Modality

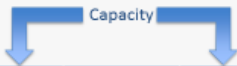


Fall 2016	Prior Term	Budgeted SSH	Current SSH Capacity	Percent Full SSH (Estimated)	Percent Change
Total	263,896	263,896	287,199	92%	0.0%
Online	101,902	102,921	108,338	95%	1.0%
Face-to-Face	161,994	160,975	178,861	90%	-0.6%

*Note: Excludes Off-site Dual Enrollment (Open Campus).*

## Fall 2016 Enrollment

Source: BI - Daily Enrollment Dashboard, Data Extracted February 1, 2016



Spring 2017	Prior Term	Budgeted SSH	Current SSH Capacity	Percent Full SSH (Estimated)	Percent Change
Total	252,646	252,646	274,605	92%	0.0%
Online	103,498	104,533	110,035	95%	1.0%
Face-to-Face	149,148	148,113	164,570	90%	-0.7%

*Note: Excludes Off-site Dual Enrollment (Open Campus).*

## Spring 2017 Enrollment

Source: BI - Daily Enrollment Dashboard, Data Extracted February 1, 2016



St. Petersburg College  
**SPC**

Capacity

Summer 2017	Prior Term	Budgeted SSH	Current SSH Capacity	Percent Full SSH (Estimated)	Percent Change
Total	88,437	88,437	95,392	93%	0.0%
Online	48,620	49,106	51,691	95%	1.0%
Face-to-Face	39,817	39,331	43,701	90%	-1.2%

*Note: Excludes Off-site Dual Enrollment (Open Campus).*

**Summer 2017 Enrollment**

Source: BI - Daily Enrollment Dashboard, Data Extracted February 1, 2016

An Achieving the Dream Institution  
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St. Petersburg College  
**SPC**

2016-17 Academic Schedule Reflects:

- Flat enrollment projections based on prior year,
- Minor shift from face-to-face to online enrollment, and
- Sufficient capacity for student registration.

**Summary**

An Achieving the Dream Institution  
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Questions?







Library Building - Clearwater Campus  
Project Number 1787-P-12-2

Floor Plan - 43,515gsf

First Floor



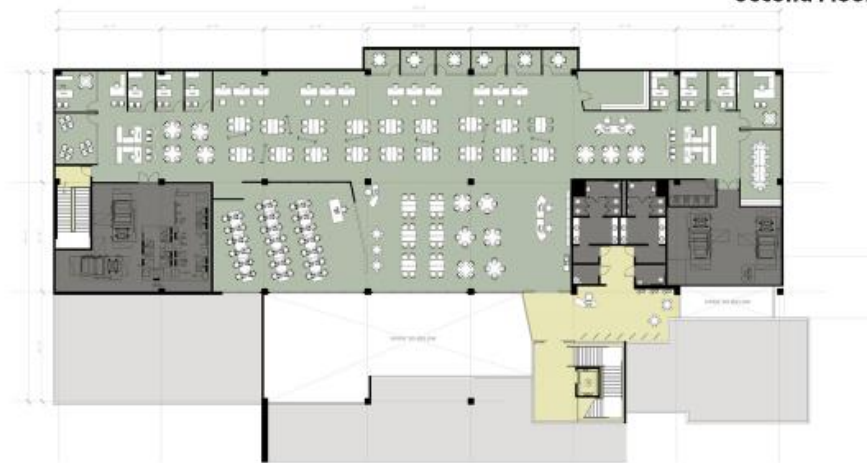
March 15, 2016



Library Building - Clearwater Campus  
Project Number 1787-P-12-2

Floor Plan - 43,515gsf

Second Floor



March 15, 2016



**SPC** Library Building - Clearwater Campus  
Project Number 1787-P-12.2 **View from the North**



March 10, 2016



**SPC** Library Building - Clearwater Campus  
Project Number 1787-P-12.2 **View from the East**



March 10, 2016





March 10, 2016



- 75% Construction Documents under review
  - Final Construction Documents issued May 6
  - Guaranteed Maximum Price delivered May 27
  - Approval by Clearwater City Council on June 16
  - Guaranteed Maximum Price Approval by St. Petersburg College on June 21
  - Groundbreaking July 2016
- 
- Total Budget - \$15.0 Million
  - College Share - \$ 9.1 Million
  - City Share - \$ 5.9 Million

March 10, 2016



March 15, 2016

**MEMORANDUM**

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

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Proposed Study Abroad programs 2016-2017

Request for approval of proposed study abroad programs for academic year 2016-2017. Find below the breakdown according to semester, country, department and faculty participating.

Planned Study Abroad Programs for 2016-2017				
	Session	Country Program Name	Department(s)	Faculty
1	Fall 2016	Colombia	Nursing	Dorothy Nulty
2	Fall 2016	Jamaica	Health Sciences	Amy Krueger
3	Spring Break	Dominican Republic	Honors (Service Learning)	Eric Tucker
4	Spring Break	England	Social Sciences	David Liebert
5	Summer 2017	Australia/New Zealand/Fiji	Communications	Dawn Joyce
6	Summer 2017	Belize	Natural Sciences	Jim Wallis
			Social Sciences	Sara Brzezinski
7	Summer 2017	Bonaire	Natural Sciences	Jennifer Fernandes
			Natural Sciences	Abraham Miller
8	Summer 2017	Costa Rica	Communications	TBD
9	Summer 2017	Cuba	Humanities	Patrick Hernly
10	Summer 2017	England	Humanities	Scott Cooper
11	Summer 2017	France	High School Program	John Hesting
12	Summer 2017	Italy	Humanities	Tim Wolter
13	Summer 2017	South Africa	Health Sciences	Donna Ettl
14	Summer 2017	South Africa	Social Sciences	Roy Slater
				George Greenlee
15	Summer 2017	Spain	Communications	Roxana Levin
16	Summer 2017	Thailand	Veterinary Technology	Janet Modrakovic



**SPC** St. Petersburg  
College

**Study Abroad  
presented by  
Ramona Kirsch, Director**

**SPC Center for International Programs**  
*Putting the world within reach*

March 2016 Board of Trustees

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## Study Abroad Programs 2015-2016

**147 students to date (35% increase from last year)**

### **New countries this year**

1. China
2. Czech Republic
3. Dominican Republic
4. India
5. South Africa
6. Vietnam (USFSP partnership)

### **New programs this year**

1. Service Learning
2. Health Sciences



March 2016 Board of Trustees

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## 2016-2017 Proposed Study Abroad Programs

Session	Country Program Name	Department(s)	Faculty
Fall 2016	Colombia	Nursing	Dorothy Nulty
	Jamaica	Health Sciences	Amy Krueger
Spring Break 2017	Dominican Republic	Honors (Service Learning)	Eric Tucker
	England	Social Sciences	David Liebert
Summer 2017 Programs run varying times May-July	Australia/New Zealand/Fiji	Communications	Dawn Joyce
	Belize	Natural Sciences	Jim Wallis
		Social Sciences	Sara Brzezinski
	Bonaire	Natural Sciences	Jennifer Fernandes
			Abraham Miller
	Costa Rica	Communications	TBD
	Cuba	Humanities/MIRA	Patrick Hernly
	England	Humanities	Scott Cooper
	France	High School Program	John Hesting
	Italy	Humanities	Tim Wolter
	South Africa	Health Sciences	Donna Ettel
South Africa	Social Sciences	Roy Slater George Greenlee	
Spain	Communications	Roxana Levin	
Thailand	Veterinary Technology	Janet Modrakovic	

VI – F.1 Career Preparation and Placement

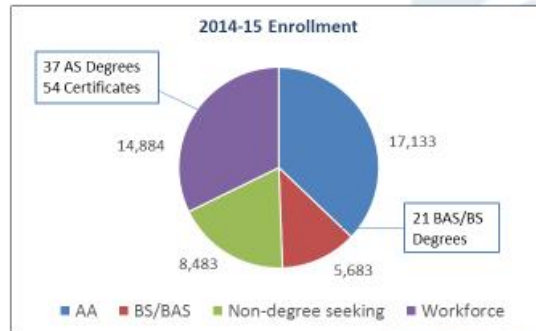
## Career Preparation and Placement

*Jason Krupp, Director of Workforce Services  
Marvin Bright, Provost, Tarpon Springs Campus  
SPC Board of Trustees – March 15, 2016*

**SPC** St. Petersburg College  
INSTRUCTION AND ACADEMIC PROGRAMS

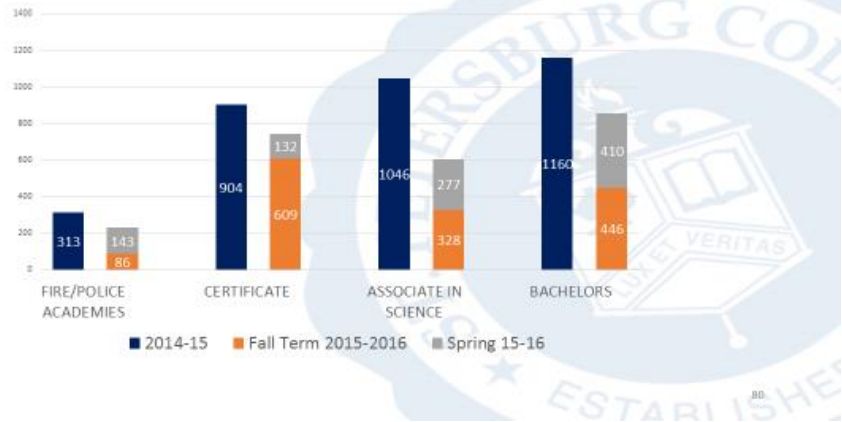
## Enrollment by Degree Type

**SPC** St. Petersburg College  
INSTRUCTION AND ACADEMIC PROGRAMS

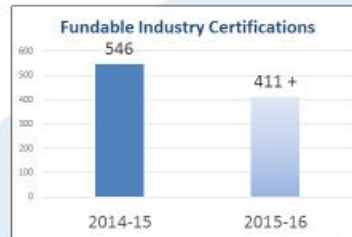
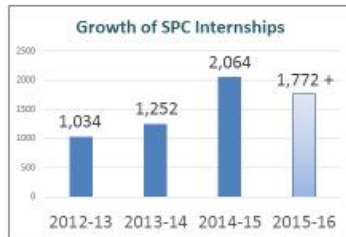




# Workforce Graduates



# Career-Readiness





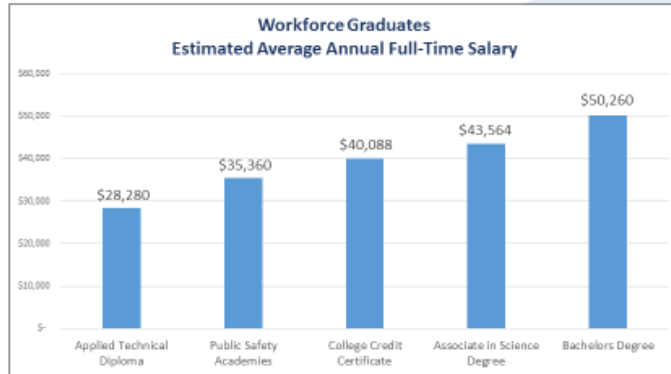
# Placement Report

## Workforce and Baccalaureate Placement - 2012-13 Graduates

Program	Pool	Military	Continuing Education	Employed In Field	Total Placed	%
Associate in Science	805	2	168	579	749	93
Certificate and Vocational	1498	2	361	970	1333	89
Bachelor	279	1	39	200	240	86

SPC Fact Book, Table 38

# Salary of Graduates



Florida Department of Education, Smart College Choices

## Student Support Team Training

Career Development Facilitator (CDF) Certification,  
National Career Development Association

[http://ncda.org/aws/NCDA/pt/sp/facilitator\\_overview](http://ncda.org/aws/NCDA/pt/sp/facilitator_overview)

Student Services Personnel	CDF Training Hours
114	13,680

CDF training to be completed by March 25, 2016

84

## Career Service Updates

### Job Preparation Coaching (Optimal Resume) & LinkedIn Photoshoots

	Fall 2015-16	Spring 2015-16
Resume	1,438	448+
Cover Letter	219	81+
Interviews	86	119+
Photoshoots	78	46+



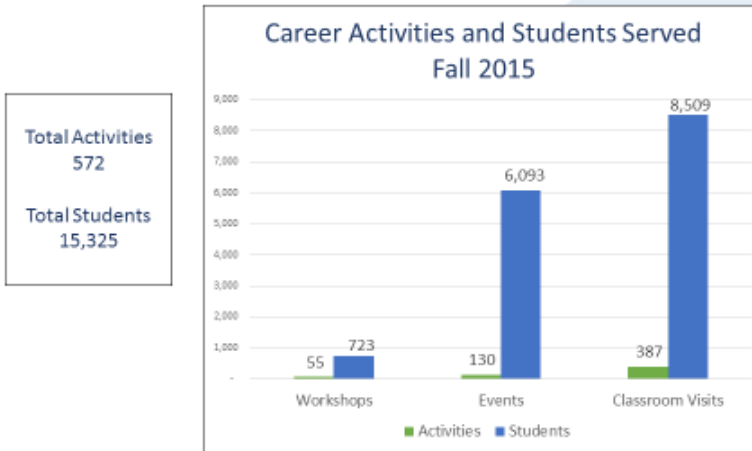
### Career Search (Burning Glass)

	Fall 2015-16	Spring 2015-16
Job Searches	4,093	1,956+
Jobs viewed	3,044	1,597+



85

# Scaling Up Career Services



86

# Embedding Career Services

## Faculty & Career Services Partnership

Term	Career Services Integrated in Courses	Career Services Webinars Viewed	Total
Fall 15-16	165	906	1,071
Spring 15-16	443	1,147	1,590

## On Demand Webinars



87

## Career Services

### Enhancements to Facilities



March 15, 2016

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *wdl*  
**SUBJECT:** Credit Curriculum

The following is a summary of credit and Postsecondary Adult Vocational (PSAV) curriculum changes for which approval is sought for Summer and Fall 2016. Please see attachment for additional information.

**New/Deleted/Modified Programs (38 total):**

College/School/Department	New	Deleted	Modified	Total
Fine Arts/Humanities Department	1		2	3
College of Computer & Info Technology			2	2
Health Science Department			1	1
Engineering and Building Arts Department		1		1
College of Public Safety Administration			2	2
College of Health Sciences			7	7
School of Veterinary Technology			2	2
Social and Behavioral Sciences Department	1		3	4
College of Policy and Legal Studies			1	1
College of Education			2	2
College of Health Sciences			7	7
College of Business	1		5	6

**New/Deleted/Modified Courses (97 total):**

College/School/Department	New	Deleted	Modified	Quality Matters (Revitalized)	Total
College of Computer & Info Technology			2	1	3
Engineering & Building Arts Department			5		5
Fine Arts/Humanities Department			4	2	6
Mathematics Department				4	4
Natural Science Department	2				2
College of Nursing			1		1
Social & Behavioral Sciences Department	2		18	1	21
Communications Department			5	1	6
College of Education	1		1		2

College of Health Sciences	3		11		14
College of Public Safety				1	1
Health Science Department	2	6	12		20
School of Veterinary Technology			2	4	6
College of Business	3		1		4
PSAV	2				2

### Credit Curriculum Updates for Summer and Fall 2016

#### Program & Course Updates Effective Summer and Fall 2016

*Note: Closed programs follow a three-year teach-out period and deleted courses follow a five-year teach-out period, unless otherwise indicated.*

#### A. Communications Department

1. Course Updates: The following courses were modified as a result of course review, Quality Matters revitalization, or by adding Study Abroad opportunities:
  - a. *Basic American Sign Language with Lab* (ASL 1140C): Combined the lecture and lab classes.
  - b. *Intermediate American Sign Language with Lab* (ASL 1150C): Course framework was reviewed and changed by the FL DOE.
  - c. *Ancient Greek Mythology* (CLT 2373): Study abroad topic added: Greece.
  - d. *World Literature I (Ancient World Through Renaissance)* (LIT 2110): Study abroad topic added: China
  - e. *World Literature II (Renaissance to the Present)* (LIT 2120): Study abroad topic added: China.
  - f. *Introduction to Speech Communication* (SPC 1017): Revitalized course to align to Quality Matters Standards.

#### B. College of Computer & Information Technology

1. Program Updates: The Cybersecurity (ITSC-AS) program was modified by replacing four Support Courses to reduce redundancies with the Forensics and Computer Investigations AS program.
2. Course Updates: The following courses were modified as a result of course review or Quality Matters revitalization:
  - a. *Network Security Foundations* (CTS 1120): Removed “Introduction” from title to clarify that this is not an introductory course.
  - a. *Cyber Security Internship* (CTS 2940): Changed title from *IT Security Internship*; added prerequisite approval of the College-wide Internship Office.
  - b. *Local Area Network Concepts* (CNT 1000): Revitalized course to align to Quality Matters Standards.

#### C. College of Education

1. Program Updates: The Early Childhood Education (CHDEV-AS) program was reduced from 63 to 60 credits to align to new State Frameworks; deleted 3 credits from the Natural Science requirement.
2. New Course: *Content in the Elementary Classroom* (SSE 4112): This is one of three new courses being added to the ELED-BS program of study to support the goal of the Center for Excellence in Elementary Education.
3. Course Updates: *Techniques for Child Development* (EDG 1319): Revised Course Topics to meet the State articulation requirements.

#### D. College of Health Sciences

1. Program Updates: The following programs were modified as a result of program review:

- a. Dental Hygiene (DENHY-AS): This program was significantly restructured to clearly align clinical courses with non-clinical (didactic) courses. Courses impacted include DEH 2802, DEH 2804, DEH 2806, and DEH 2812 (please see additional information under Course Updates).
  - b. Emergency Medical Services (EMS-AS): Modified credit hours to courses to accommodate changes to State Curriculum Frameworks. Total program hours did not change.
  - c. Emergency Medical Technician (EMT-ATD): Increased total program hours from 11 to 12 hours as a result of State Curriculum Frameworks changes.
  - d. Health Information Technology (HIT-AS): Removed *Introduction to Healthcare Informatics* (HIM 1102) as an admissions requirement.
  - e. Health Services Administration (HSA-BAS): Major modifications made to program structure to make the curriculum more relevant and competitive.
  - f. Health Sciences (HSA-AS): Modified Support Courses requirements to match subplans.
  - g. Healthcare Informatics (HCINF-CT): Removed *Introduction to Healthcare Informatics* (HIM 1102) as an admissions requirement.
2. New Courses: The following courses were added as a result of program review:
    - a. *Survey of Health Care Technology* (HSC 1128): This is a new course that will provide an interdisciplinary perspective for students in the Biomedical Engineering Technology, BMET-AS program. This course may also be an elective for the AS Health Sciences program.
    - b. *Health & Human Services Administration Pre-Capstone* (HSC 4901): This course will bridge the gap between being a student and an employee, and the course will prepare students for the capstone experience.
  3. Course Updates: The following courses were modified as a result of course review or advisory board recommendation:
    - a. *Dental Hygiene III* (DEH 2802): Modified content and reduced credit hours from 2 to 1.
    - b. *Community Dental Health* (DEH 2701): Increased contact hours to address National Board standards and emphasize public health/community health in the workforce.
    - c. *Dental Hygiene IV* (DEH 2804): Modified content to align to lab component (DEH 2804L).
    - d. *Dental Hygiene V* (DEH 2806): Modified content to align to lab component (DEH 2806L).
    - e. *Contemporary Issues in Dental Hygiene* (DEH 3813): Modified MLO's.
    - f. *Healthcare Delivery Systems* (HSA 1100): Modified prerequisite language to make it consistent with the other courses in the program.
    - g. *Health Care Delivery in the United States* (HSA 3104): Changed prerequisites to reflect the new Program Plan; revised course description and MLO's to better reflect content and improve assessment of learning.
    - h. *Contemporary Issues in Health Care & Human Services* (HSA 3113): Revised title and MLO's to emphasize Human Services discipline content.
    - i. *Leadership & Management in Health & Human Services Organizations* (HSA 4184): Revised MLO's and removed HSA 3104 as a prerequisite.
    - j. *Research Methods in Health Science* (HSA 3702): Changed prerequisites to reflect the new Program Plan; revised course description and MLO's to better reflect content and improve assessment of learning.
    - k. *Health & Human Services Administration Capstone* (HSC 4910): Revised title to more accurately reflect the capstone course in health and human services administration.

#### **E. College of Policy and Legal Studies**

1. Program Update: The Public Policy and Administration (PPA-BS) program added two courses as elective options as a result of program review.

#### **F. College of Public Safety Administration**

1. Program Updates: The following programs were modified as a result of changes to State

Curriculum Frameworks or program review:

- a. Fire Science Technology (FIRE-AS): Five embedded certificates were deleted by the State; as a result, the subplans were removed as they were constructed to support the certificates.
  - b. Digital Forensics and Computer Investigations (DIGFORN-AS): This program was modified by replacing four Support Courses to reduce redundancies with the Computer Investigations AS program.
2. Course Update: *Fire Prevention* (FFP 1505) has been modified to align to Quality Matters standards.

#### **H. Engineering and Building Arts Department**

1. Program Deletion: The Aviation Maintenance Technology Associate in Science (AVAMM-AS) program is being deleted due to historically low enrollment.
2. Course Updates: The following courses were modified as result of course review or industry requirements:
  - a. *Optics and Imaging* (ETS 2440C): Revised course title and MLO's to reflect industry certification requirements.
  - b. *BMET Basic Field Experience* (ETS 2940): Updated MLO's to more adequately fit the field of biomedical engineering technology. Changed prerequisites to allow students to complete internship prior to their last semester.

#### **I. Fine Arts/Humanities Department**

1. New Program: Developed the Audio Technology Certificate (AUDIO-CT) as an embedded certificate in the Music and Arts Technology AS program.
2. Program Updates: The following programs were modified as a result of program review:
  - a. Digital Arts, Media and Interactive Web Design (DIG-AS): Added minimum grade of C requirement to all courses.
  - b. Digital Media Video Production Certificate (DVPRD-CT): Replaced two courses with courses that match current requirements of industry.
3. Course Updates: The following courses were modified as a result of Quality Matters Revitalization, course review, or advisory board recommendations, or by adding Study Abroad opportunities:
  - a. *Applied Lessons in Alexander Technique* (DAN 1768): Increasing credit hours from 1 to 2 to accurately reflect the credit/contact hours formula for Fine Arts Directed Independent Study.
  - b. *Western Humanities: Ancient to Renaissance* (HUM 2210): Modified course to reflect Quality Matters Standards.
  - c. *Introduction to Greek Culture* (HUM 2262): Study abroad topic added: Greece
  - d. *Introduction to Religion* (REL 2000): Study abroad topic added: India
  - e. *World Religions* (REL 2300): Study abroad topic added: India
  - f. *History of Photography* (PGY 2000): Modified course to reflect Quality Matters Standards.

#### **J. Health Science Department**

1. Program Update: The Orthotics and Prosthetics Technology (ORTHO-AS) program is being significantly modified to comply with changes to State Curriculum Frameworks. Modifications streamline the curriculum and reduce barriers to entry and graduation, and decrease time to degree completion. Reducing total program hours from 77 to 60.
2. New Courses: The following courses were created as a result of college initiative or course review:
  - a. *EMT Seminar* (EMS 1931C): New course developed to provide students additional study in preparation for the EMT Certification exam.
  - b. *Paramedic Seminar* (EMS 2931): There are times when a student does not fail a clinical/field course entirely, but needs some additional time or remediation. Rather than



failing them completely, this allows faculty to individually work with students via directed independent study, using a learning plan to help them complete program requirements.

2. Course Updates: The following courses were modified as a result of course review, accreditation requirements, or new state requirements:
  - a. *Statistics for Engineering* (EGN 3443): Modified MLO's to increase rigor of the course.
  - b. *Professional Practicum* (FSE 2946): The national board exam can now only be administered to graduates of the program. So the requirement to pass the credentialing exam before graduation had to be removed from the course description. Added requirement for student to develop a resume to help prepare for job search.
  - c. *Basic Patient Care Laboratory* (PHT 1200L): Replacing ENC 1101 with PHI 1600 as a prerequisite.
  - d. *Physical Therapy Principles and Procedures Laboratory* (PHT 1217L): Replacing PHI 2635 with ENC 1101 as a prerequisite.
  - e. *Physical Therapy Clinical Practice I* (PHT 1801L): Instead of requiring specific Humanities courses, any college approved Humanities course that meets the General Education will be accepted as a prerequisite.
  - f. *Prosthetic Finishing Procedures* (PRO 1392C): Modified contact hours and credits from 2 to 1, to meet accreditation changes and State Curriculum Framework changes.
  - g. *Ankle Foot Orthoses Fabrication* (PRO 1312C): Modified course by embedding content from courses being removed from the program due to State Curriculum Framework changes.
  - h. *Knee Ankle Foot Orthoses* (PRO 1314C): Modified course by embedding content from courses being removed from the program due to State Curriculum Framework changes.
  - i. *Transtibial Socket Inserts, Alignment and Duplication* (PRO 2302C): Modified course by embedding content from courses being removed from the program due to State Curriculum Framework changes.
  - j. *Transfemoral Socket Fabrication* (PRO 2333C): Modified course by embedding content from courses being removed from the program due to State Curriculum Framework changes.
  - k. *Transhumeral Prosthesis Fabrication* (PRO 2363C): Modified course by embedding content from courses being removed from the program due to State Curriculum Framework changes.
  - l. *Transradial Prosthesis Fabrication* (PRO 2362C): Modified course by embedding content from courses being removed from the program due to State Curriculum Framework changes.
3. Course Deactivations: The following courses were deactivated as a result of changes to State Curriculum Framework changes:
  - a. *Stirrup Layout and Fabrication* (PRO 1313C)
  - b. *Foot Orthoses and Shoe Modifications* (PRO 1316C)
  - c. *Post Mastectomy Fitting* (PRO 1390C)
  - d. *Custom Fit Orthoses* (PRO 1391C)
  - e. *Orthotics & Prosthetics CAD/CAM* (PRO 1411C)
  - f. *Thermoplastic Check Socket Fabrications* (PRO 2332C)

#### **K. Mathematics Department**

1. Course Updates: The following courses were modified to align to Quality Matters Standards:
  - a. *Applied Calculus I* (MAC 2233)
  - b. *Developmental Mathematics Module* (MAT 0056)
  - c. *Developmental Mathematics* (MAT 0022)
  - d. *Mathematics for Liberal Arts II* (MGF 1107)

#### **L. Natural Science Department**

1. New Courses: The following courses were created as a result of a new program:
  - a. *Undergraduate Teaching Assistantship* (BSC 4945): This course is part of the elective

curriculum for the Biology BS program.

- b. *Research in Environmental Science* (EVR 2910): This new elective will provide guided training of SPC students in research protocol, problem solving, and the publication process.

#### **M. Social and Behavioral Sciences Department**

1. New Program: Social and Human Services Associate in Science (HUS-AS): This is an existing program that previously shared a CIP code with two programs. The content was consolidated and modified, but is not a substantive change. Changes are the result of State Curriculum Framework updates.
1. Program Updates: The following programs were modified as a result of State Curriculum Framework changes:
  - a. *Addiction Studies* (ADS-CT): The statewide curriculum review committee has recommended a reduction in credits for all of the certificates from \_\_\_ to \_\_\_
  - b. *Community Health Worker* (MCHL-ATD): This program is being updated due to new state requirements. The Family Health Support Worker ATD is being deleted and replaced by the Community Health Worker Certificate.
  - c. *Youth Development Professional* (YDPF-CT): This program is being updated due to new state requirements. The statewide curriculum review committee has reduced the number of credits for the A.S. degree and all certificates.
2. New Courses: The following courses were created as a result of course review or new state requirements:
  - a. *Domestic Abuse and Family Violence* (HUS 1318): The statewide review committee for the Human Services A.S. degree has recommended a track in domestic violence. In addition, the FCB requires training hours in domestic violence.
  - b. *Issues in Community Health Services* (HUS 1604): This course was developed for students to become qualified community health workers and in preparation for the credentialing exam (CCHW).
3. Course Updates: The following courses were modified as result of course review:
  - a. *Principles and Strategies for Human Services* (HUS 1001): Removal of pre-reqs allows open access.
  - b. *Strategies for Building Self Esteem* (HUS 1013): The change in course title may be more appealing to students seeking a course to fulfill their A.A. elective credit requirements.
  - c. *Introductory Sociology* (SYG 2000): Course revisions for alignment to Quality Matters Standard #2.
4. Course Updates: The prerequisites were removed from the following courses:
  - a. *Problem Solving & Values Orientation* (HUS 1021).
  - b. *Introduction to Intra and Inter- Personal Processes* (HUS 1111).
  - c. *Theories and Foundations of Crisis Intervention* (HUS 1320).
  - d. *Dependent Women: Society and Addiction* (HUS 1427).
  - e. *Issues in Addiction Prevention* (HUS 1431).
  - f. *Practices for Working with Dysfunctional Family Systems* (HUS 1445).
  - g. *HIV/AIDS & Drug Crisis* (HUS 1480).
  - h. *Foundations of Youth Development* (HUS 1640).
  - i. *Dynamics of Groups and Group Counseling* (HUS 2200).
  - j. *Basic Counseling Skills* (HUS 2302).
  - k. *Studies in Behavioral Modification* (HUS 2315).
  - l. *Abused Substances and their Effects* (HUS 2403).
  - m. *Evaluation of Treatment Environments* (HUS 2420).
  - n. *Methods for Identification and Intervention in Substance Abuse* (HUS 2421).
  - o. *Treatment and Resources in Substance Abuse* (HUS 2428).
  - p. *Building Stronger Families and Communities* (HUS 2540).

## **N. College of Nursing**

1. Course Updates: *Communicable Disease Prevention and Control* (NSP 3477): The course is being revised from one of the requirements of a certificate program to an elective.

## **O. School of Veterinary Technology**

1. Program Updates: The following programs were modified as a result of program review:
  - a. Veterinary Technology (VETTC-BAS): Adding ANS 3440 Animal Nutrition as an elective course will provide opportunity for additional students to take the course and for potential students in veterinary schools to take the course to meet entrance requirements.
  - b. Veterinary Technology (VETTC-AS): Review for our national credentialing exam has been added as discussion items to modules in ATE 2946.
2. Course Updates: The following courses were modified as a result of advisory board recommendation, course review, college initiative or Quality Matters:
  - a. *Principles of Animal Nutrition* (ANS 3440): In the process of developing the course a new text was selected as result of Quality Matters.
  - b. *Small Animal Breeds and Behavior* (ATE 2050C): Increased credit hours for course from 1 to 2 reflect actual course content and requirements.
  - c. *Animal Lab Procedure Lab* (ATE 2638L): Minor revision to MLO's as part of Quality Matters.
  - d. *Animal Lab Procedures I* (ATE 2638): Bring into alignment with accompanying lab course ATE 2638L as a result of Quality Matters.
  - e. *Veterinary Work Experience V* (ATE 2947): New study abroad topic added: Australia.
  - f. *Animal Nursing* (ATE 2631): Course is being prepared for online Quality Matters.

## **Q. College of Business**

1. New Program: The following program was created due to College Initiative:
  - a. Supply Chain Management, Certificate with Financial Aid Eligibility (SCM-CT): This new certificate in Supply Chain Management permits students to earn a certificate with all coursework transferrable into the BUS-AS. Students who complete non-credit SCM courses will have the opportunity to gain college level credit for the cert SCM courses and quickly earn a certificate.
2. Program Updates: The following programs were modified as a result of College Initiative or Program Review:
  - a. Business Administration (BUS-AS): Adding Supply Chain track to the BUS-AS.
  - b. Sustainability Management (SUSMGT-BAS): Remove courses that have not been offered in several years.
  - c. Business Administration (BUS-BS), International Business (INTBUS-BAS), and Management and Organizational Leadership (MGTORG-BAS)-: The MGTORG-BAS program, IB-BAS program, and BUS-BS program (Banking subplan) all teach the same capstone course: same text, same simulation and same assignments. Since all of these programs use the same capstone experience, they have been merged into one common course for several reasons: 1) Balance on the capstone teams. by combining the programs into one capstone, students will be able to achieve a greater diversity of skills on their capstone teams, thus enhancing their learning experience. 2) Scheduling efficiency. This change will eliminate the program size impact on course fill rate. Admissions language was updated to match the criteria established by Admissions and Records and program deans.
3. New Courses: The following courses were developed in support of the new subplan in Supply Chain for the Business Administration Associate in Science program:
  - a. *Supply Chain Practices* (MAN 1590).
  - b. *Supply Chain Operations* (MAN 1930).
  - c. *Supply Chain Planning* (MAN 2XXX).
4. Course Update: *Strategic Capstone Project* (MAN 4900): Credit hours changed from 3 to 6: The capstone course requires a full 16 weeks to complete, with students spending an average of 20 hours per week. The current 3-credit allotment fails to account for the high number of contact

hours required by the capstone.


**R. PSAV**

1. New Courses: The following courses were developed for the new Fire Figher/Emergency Medical Technician-Combined program:
  - a. *Emergency Medical Technician* (EMS 0159C)
  - b. *Basic Health Care Worker* (HSC 0003)

Anne Cooper, Senior Vice President, Instruction and Academic Programs, Margaret Bowman, Director, Curriculum Services, recommend approval.

March 15, 2016

**MEMORANDUM**

**TO:** Board of Trustees St. Petersburg College  
**FROM:** William D. Law, President   
**SUBJECT:** Workforce and Professional Development

**Approval is sought for the recommended changes to Workforce and Professional Development for courses within the 2015-2016 catalog year.**

*Workforce and Professional Development:* Added seven new technology courses relating to Unmanned Aerial Systems (UAS/drones):

- AAP0109 UAS and the Law (online)
- AAP0110 UAS Standards and Regulations (online)
- AAP0111 UAS Geospatial Information (online)
- AAP0112 UAS for First Responders (online)
- AAP0114 Private Pilot Ground School
- AAP0115 UAS in Precision Agriculture
- AAP0117 UAS Maintenance and Repair

*Workforce and Professional Development:* Added ten new technology and professional development class offerings to reflect changing technology and professional skills:

- CMP0925 Microsoft Office Applied
- CMP0926 Microsoft Office 365
- CMP0927 Microsoft OneNote
- HDW0722 24 Program for IT Professionals Online Program
- MMS0902 Microsoft Office Certification Course
- NWT0948 Introduction to Networking
- NWT0949 Introduction to Virtual Machines
- PQI0340 ISO9001: 2015 Implementation
- PSD0307 Critical Thinking Skills
- WSP0925 JavaScript Frameworks

*Workforce and Professional Development:* Changed 11 courses to more accurately reflect the current course offering:

- BSF0306 Social Marketing for Small Business
- CAD0914 2D Drawing in AutoCAD
- CMN0330 Email Etiquette
- CMN0345 Delivering Effective Presentations
- CMP0906 Microsoft SharePoint
- DKP0982 Adobe InDesign
- IPS0300 Interpersonal Skills
- IPS0331 Negotiating
- IPS0380 Interpersonal/Diversity

- PRJ0900 Microsoft Project
- SMS0346 Employability Skills and Tools

*Workforce and Professional Development: Intensive English Program:* Added one new optional course to allow F-1 visa students to enroll in the IEP prior to the start of the semester in order to comply with visa requirements:

- LNG0865 Introduction to American English Acquisition

*Workforce and Professional Development: Intensive English Program:* Added one new course based on community need and demand:

- LNG0350 Conversational English as a Second Language

*Manufacturing: Supply Chain Management (SCM):* Added four new courses in manufacturing to support the Trade Adjustment Assistance Community College and Career Training (TAACCCT) grant and industry needs:

- SCM0500 Supply Management and Procurement
- SCM0600 Inventory Management
- SCM0700 Demand Planning
- SCM0800 Manufacturing and Service Operations

*Continuing Education Health:* Added one new online course in partnership with vendor CareerStep:

- HHP0650 CareerStep Healthcare Online Courses (multiple class topics are offered under this course number)

*Deployed Military Program:* Added 13 new courses for the self-paced Experiential Learning Program (ELP):

- VOT0950 Computer Network Technology – Engineering – Track 1
- VOT0951 Computer Network Technology – Engineering – Track 2
- VOT0952 Computer Network Technology – Administration – Track 1
- VOT0953 Computer Network Technology – Administration – Track 2
- VOT0954 Computer Network Technology – Administration – Track 3
- VOT0956 Computer Information Technology – Security – Track 1
- VOT0957 Computer Information Technology – Security – Track 2
- VOT0958 Technology Management – Track 1
- VOT0960 Engineering Technology – Track 1
- VOT0962 Supply Chain Management-CSCMP SCPro Fundamentals Certification
- VOT0963 General Education Track
- VOT0964 Part Time General Education Track
- VOT0965 Part Time Computer Networking Technology-Engineering Subplan #2

*Public Safety:* Updated nine courses to accurately reflect records tracking and Public Safety's recent restructure:

- PSP0660 Basic Recruit Administrative
- PSP0700 CJ Advanced/Specialized Training 1-20 Hours
- PSP0701 CJ Advanced/Specialized Training 21-40 Hours
- PSP0702 CJ Advanced/Specialized Training 41-80 Hours
- PSP0726 Law Enforcement Equivalency of Training (EOT)
- PSP0727 Corrections Equivalency of Training (EOT)
- PSP0768 CJ Assist Agency Training 0-20 Hours

- PSP0769 CJ Assist Agency Training 21-40 Hours
- PSP0770 CJ Assist Agency Training 41-80 Hours

*Fire Academy:* Updated one course number for state certifications covering various topics in the fire service. There will be four courses that will be taught under this course number: Building Construction for the Fire Service; Company Officer; Fire Service Course Delivery; Firefighting Tactics and Strategy I.

- PSP0881 Fire Services Courses for State Certifications

Anne Cooper, Senior Vice President, Instruction and Academic Programs, James Connolly, Director, Workforce & Professional Development, recommend approval.

March 15, 2016

**M E M O R A N D U M****TO:** Board of Trustees, St. Petersburg College**FROM:** William D. Law, Jr., President **SUBJECT:** Personnel Report**Approval is sought for the following recommended personnel transactions:**

<b>HIRE Budgeted Administrative &amp; Professional</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Smolenski, David A	Academy Coordinator II	Criminal Justice AC	02/22/2016- 06/30/2017
Compton, Clarence D	Assistant Director, Creative	Marketing & Strategic Comm DO	02/15/2016- 06/30/2017
Roberts, Catherine N	Development Specialist	Resource Development DO	02/08/2016- 06/30/2017
Smith, Donna Self	Multimedia Content Developer	Marketing & Strategic Comm DO	02/22/2016- 06/30/2017
Piper, Andrew C	Senior Web Analyst/Programmer	Instructional Computing SE	02/29/2016- 06/30/2017
Perez, Monica E	Web Design & Dev Technologist	Marketing & Strategic Comm DO	02/15/2016- 06/30/2017
Murphy, Caroline F	Registration SPG	Career & Academic Advisor SPG	02/29/2016- 06/30/2017
DeBlaere, Cheri	Student Support Manager	Counseling & Advisement CL	03/14/2016- 06/30/2017
Porter, Julia M	Digital Designer	Marketing & Strategic Comm DO	02/29/2016- 06/30/2017

<b>TRANSFER/PROMOTION Budgeted Administrative &amp; Professional</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Boyce, Ronald G	(Acting) Asst Director, HR Dev	Human Resources Benefits EPIScvs	02/16/2016- 01/02/2017
Woroner, Desiree A	(Acting) Director, HR Developm	Human Resources EPIScvs	02/16/2016- 01/02/2017
Morgan, Luetwanda K	Student Success Mgr	Counseling & Advisement CL	02/29/2016- 06/30/2017



Biszewski-  
Eber,Susan

Apprenticeship  
Coordinator II

Business Technologies SPG

02/03/2016-  
06/30/2017

<b>HIRE Budgeted Career Service</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Blevins,Jocelyn R	Administrative Svcs Specialist	Fine & Applied Arts SPG	02/29/16
Lamborn,Mary Jo	Instructional Supp Specialist	Learning Resources CL	02/22/16
Shaw,Marilyn R	Public Relations Specialist	Marketing & Strategic Comm DO	02/29/16
Rivera,Taina Jodesy	Sr Administrative Svcs Speclst	Provost SPG	02/22/16
Yu,Nancy	Student Support Specialist	Student Support Services CL	02/29/16

<b>TRANSFER/PROMOTION Budgeted Career Service</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Gaskin,Kimberly C	Sr Administrative Svcs Speclst	Criminal Justice AC	03/14/16
Harth,Gigi L	Student Support Advisor	Special Programs/Intl Educ DO	03/12/16

<b>HIRE Temporary/Supplemental</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Dolan,James M	OPS Career Level 1	Provost SE	2/22/2016
Skinner,Brian	OPS Career Level 1	Learning Resources SPG	2/22/2016
Simpson,Marne K	OPS Career Level 2	Provost AC	3/14/2016
Buell,Athena M	OPS Career Level 6	Learning Resources SPG	2/22/2016
McGregor,Anne N	OPS Career Level 6	Counseling & Advisement SE	2/22/2016
Venturini,Maurizio	OPS Professional OPS Teaching	Fine & Applied Arts SPG	2/24/2016
Moore,Ezra J	Asst/Interpreter	Srvcs Spc Students/OSSD CL	2/23/2016
Greear,Thomas J	Professional Trainer	Fire Science AC	2/22/2016

<b>TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Felos,Kimberly	Faculty	Humanities/Fine Arts TS	05/05/2016- 05/12/2016
Sims, Matthew	Faculty	Humanities/Fine Arts TS	05/05/2016- 05/12/2016

The purpose of this trip is to travel to Athens, Greece, and to expose students to ancient Greek studies while visiting Greece. These courses examine the general characteristics of religion, culture, society, art, history, math and literature of ancient Greece. Students will see how ancient Greece still contributes to

Western societies.

The benefit to the College is to further the College's mission to contribute to the international education of students by providing unique hands-on experience during the study abroad program, which will follow the preparations made during this site visit.

Funded by the Humanities Department. Estimated cost to the College is \$3,883.84.

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Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology and the Strategic Issues Council Members bringing

the actions forward, recommend approval.

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March 15, 2016

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *wdl*  
**SUBJECT:** Annual Membership Assessment in Florida College System Risk Management Consortium

Authorization is requested to pay the St. Petersburg College (SPC) 2016-2017 *membership assessment* in the Florida College System Risk Management Consortium (FCSRMC) for the policy period of March 1, 2016 through February 28, 2017 in the amount of \$1,564,202. This amount represents a decrease of 5% below the current policy period.

Following are the FCSRMC calculations for the policy period of March 1, 2016 through February 28<sup>th</sup>, 2017:

2016-2017 Annual Assessment for SPC	117,841
Worker's Compensation Assessment (Experience)	655,538
Property Value Assessment	<u>790,823</u>
Adjusted Annual Assessment	\$1,564,202

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; and Kara Schrader-Smith, Risk Management Coordinator, recommend approval.

March 15, 2016

**MEMORANDUM**

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

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Approval of Construction Documents (Phase III) and Guaranteed Maximum Price (GMP), Project 1707-N-16-4, Renovation for Career and Academic Advising Center, Seminole Campus

**Approval is requested for the 100% Construction Documents (Phase III) and the Guaranteed Maximum Price (GMP), subject to further refinements of the terms, conditions, and bidding, and to issue all necessary purchase orders.**

In collaboration with the college staff Williamson Dacar Associates, Inc., has completed the 100% Construction Documents and A.D. Morgan Corporation, has developed the Guaranteed Maximum Price (GMP) for Project 1707-N-16-4, Renovation for Career and Academic Advising Center, Seminole Campus.

This Category 5 Construction Project will consist of the design and renovation of the Career and Academic Advising Center, Seminole Campus. The square footage is approximately 15,000 square feet encompassed inside the University Partnership building. The Guaranteed Maximum Price (GMP) for this project is \$815, 630 with a total project budget of \$1,083,320.


The anticipated date for substantial completion is 110 days after Notice to Commence. This GMP has been reviewed for building codes, safety-to-life, the Americans with Disabilities Act (ADA) and further refinements.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; and Mark Strickland, Interim Provost, Seminole Campus, recommends approval.

March 15, 2016

**MEMORANDUM**

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

**FROM:** William D. Law, Jr., President 

**SUBJECT:** St. Petersburg Police Department – Lease Agreement

Authorization is sought to enter into a new Lease Agreement with St. Petersburg Police Department (SPPD) for the period of May 1, 2016 through April 30, 2019. This authorization also includes authority for the President to enter into any renewals of the foregoing lease under the same terms and conditions.

The College proposes leasing space at the Allstate Center to the St. Petersburg Police Department for their Training Division. The referenced space is the currently vacant building #79, a detached building located on the southeast corner of the Allstate site.

The attached Lease Agreement provides for the lease of approximately 6,075 square feet of space. The College will be paid \$27,600 annually. The St. Petersburg Police Department will arrange and pay for its own internet, telephone, custodial, utilities and related services.

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

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

Suzanne Gardner, General Counsel, Scott Fronrath, Provost, Allstate Center; and Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services recommend approval.

**CITY OF ST. PETERSBURG  
ST. PETERSBURG POLICE DEPARTMENT  
TRAINING DIVISION  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT ("Agreement")** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, a political subdivision of the State of Florida ("**SPC**"), whose post office address is Post Office Box 13489, St. Petersburg, Florida 33733-3489 and the CITY OF ST. PETERSBURG, FLORIDA, a Municipal Corporation, existing by and under the laws of the State of Florida ("**City**"), whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731, (collectively "**Parties**").

**RECITALS**

**WHEREAS**, the City desires to temporarily re-locate the St. Petersburg Police Department ("**SPPD**") Training Division; and

**WHEREAS**, SPC owns Allstate Building 79, which is generally located at 3590 - 32<sup>nd</sup> Street South, St. Petersburg, Florida, which contains approximately ±6,075 square feet of space ("**Building**");; and

**WHEREAS**, the City desires to use the Building and appurtenant facilities, as a temporary location for the SPPD Training Division.

**NOW THEREFORE**, in consideration of 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 agree as follows.

1. **RECITALS:** The above recitals are true and correct and are incorporated herein by reference.
2. **PREMISES:** SPC leases to the City and the City leases from SPC, the Building and its existing furnishings, together with designated parking as illustrated in Exhibit "A" and "A-1" (collectively "**Premises**"), which are attached hereto and made a part hereof by reference. In addition, SPC will provide SPPD access to the SPC gym during the hours that the Allstate Center is open and operational, for use in accordance with SPC policy.
3. **TERM:** This term of this Agreement shall be for three (3) years ("**Term**"), commencing on May 1, 2016 ("**Commencement Date**"), and ending at Midnight on April 30, 2019. ("**Expiration Date**"). Upon expiration of the Term, the City may continue to occupy the Premises on a month-to-month basis until terminated in accordance with Paragraph 11 of this Agreement.
4. **ACCESS:** City shall have unrestricted access to the Premises at all times during the Term. SPC shall, upon reasonable notice to City, have free access over the Premises, subject to Paragraph 8.2 of this Agreement, at reasonable times, for the purpose of making repairs and performing maintenance as required by this Agreement and local, state and federal laws and regulations.

5. **RENT:** City shall pay to SPC rent ("Rent") in the amount of \$2,300.00 per month for the Term, to be delivered to SPC to the address on the SPC supplied monthly invoice, or as otherwise directed by SPC in writing.
6. **PERMITTED USE:** The City has the exclusive right to occupy and utilize the Premises for the primary purpose of locating and operating the SPPD Training Division, along with other law enforcement activities, including, but not limited to, evidence storage. ("**Permitted Use**"). Additionally, SPC will provide access to overflow parking and secured parking for SPPD designated vehicles as such space may be deemed available, and upon approval of the Campus Provost.
7. **CONDITION OF PREMISES:**
  - 7.1. The City shall accept the Premises in "AS-IS" condition. No representations, statements or warranties, expressed or implied, have been made by or on behalf of SPC in respect to the condition of the Premises except as contained in this Agreement. SPC shall in no event be liable for any latent defects. SPC represents that the Premises meets of all the requirements of any and all city, county, state, and federal laws, and codes which are applicable to the Premises.
  - 7.2. Prior to the Commencement Date, SPC shall inspect the Premises and make any and all necessary improvements to bring the Premises in compliance with the Americans with Disabilities Act of 1990 ("**ADA**"), at SPC's sole cost and expense.
8. **SPC MAINTENANCE:**
  - 8.1. SPC shall have the following maintenance obligations during the Term:
    - 8.1.1. Maintain all outdoor areas, grounds, landscaping and irrigation, to include mowing, pest and rodent control;
    - 8.1.2. All elevator maintenance and inspection;
    - 8.1.3. Fire alarm and fire extinguisher maintenance and inspection;
    - 8.1.4. Maintain all capital improvements, repairs and upgrades to the Building, including but not limited to the roof, exterior, all glass, doors, heating, ventilation, air conditioning, plumbing and electrical systems, in a good, safe, and substantial condition;
    - 8.1.5. Maintain the Premises so as to meet all the requirements of any applicable city, county, state, and federal laws, codes and regulations applicable to the Premises, including but not limited to the ADA and any current or future amendments thereto, and all regulations promulgated thereunder.

8.2. Only persons cleared by SPPD may enter the Building. SPC shall provide SPPD the names and relevant information of SPC employees assigned to enter the Building for the purpose of SPPD performing background clearance.

9. **CITY'S MAINTENANCE:** City shall have the following maintenance obligations:

9.1. Normal interior custodial services including the removal of trash;

9.2. Dumpster, garbage collection and removal of the garbage from the Premises;

10. **RETURN OF PREMISES:** On or before the expiration or earlier termination of this Agreement, the City shall remove all personal property of City, repair any damage caused by such removal and surrender and deliver up the Premises, broom clean and in good order, condition and repair, less ordinary wear and tear.

11. **TERMINATION:** At any time during the Term, or extension thereof, the City may unilaterally terminate this Agreement by providing SPC with thirty (30) days written notice of such termination. This Agreement shall terminate on the thirty-first (31st) day after SPC's receipt of said notice. Further, SPC reserves the right to cancel and terminate this lease at any time during the term of this Lease provided, however, SPC shall give the City ninety (90) days written notice of its intention to terminate the Lease.

12. **UTILITIES:**

12.1. City shall be responsible for obtaining electricity, television, cable, technology and telephone services and for paying for same.

12.2. City may install Verizon wireless hot spots for law enforcement purposes. City may remove these hot spots upon the expiration, or earlier termination, of this Agreement.

13. **SECURITY:**

13.1. **Building Access:** SPC shall provide, at its sole cost and expense, access cards to City for access to the interior of the Building. City may, at its sole cost and expense, rekey all interior entry points within the Building. Upon the expiration, or earlier termination, of this Agreement, City shall return access cards and return any rekeyed entry point(s) to original key access. All communication regarding access cards and keys shall be managed by a designated SPC agent and the commanding SPPD officer housed at the Building.

13.2. **Building Alarm:** City shall, at its sole cost and expense, install a direct call line for purposes of monitoring of the building alarm.

13.3. **Building Security:** As may be deemed necessary, City is responsible to provide its own security personnel or security related services for the leased Premises at its sole cost and expense.



14. **INDEMNIFICATION:** Each party shall be fully responsible for the negligence of its respective agents, officers and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or SPC, or to extend the liability of the City or SPC beyond the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement. Each party's liability and obligations to the other shall be limited to those liabilities expressly set forth herein, otherwise each party shall assume responsibility of costs and expenses incurred by it.
15. **ASSIGNMENT, SUBLEASE:** City may not assign, or sublease the Premises without the written approval of SPC, which approval shall not be unreasonably withheld.
16. **SUBSTANTIAL DAMAGE:** If the Premises are damaged substantially by fire, flood, or other cause so as to render them untenable, City may terminate this Agreement immediately without further liability, and upon such termination, the Parties shall be relieved of all further obligations under this Agreement, except those existing at termination.
17. **NON-DISCRIMINATION:** City shall not illegally discriminate against anyone in the use of the Premises.
18. **INSURANCE:**
- 18.1. The City is a fully qualified liability self-insurer under Florida Statutes to the extent and limits provided by the statute. The statutory limits are \$200,000 per any one person and \$300,000 per aggregate for any one incident. This self-insurance will cover the actions of the City's officers, agents, employees and volunteers while acting in the scope and course of their employment for the City.
- 18.2. The City is a fully qualified self-insurer under Florida Statute 440 for Workers' Compensation. This self-insurance will cover the actions of the City's officers, agents, employees and volunteers while acting in the scope and course of their employment for the City.
19. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.
20. **PUBLIC RECORDS:** The parties acknowledge that each is subject to, and must comply with, Florida's Public Records Law, Chapter 119, Florida Statutes.

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the City and SPC and no change shall be valid unless made by supplemental written agreement, executed and approved by both Parties.
22. **SEVERABILITY:** In the event that any section or any part of any section of this Agreement is rendered void, invalid, or unenforceable by any court of law or equity, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
23. **NON-APPROPRIATION:** The obligations of the Parties hereto as to any funding required pursuant to this Agreement, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, a party shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the party pursuant to this Agreement.
24. **HEADINGS:** The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.
25. **CITY APPROVAL:** This Agreement is subject to the approval of the City of St. Petersburg City Council and its execution by the Mayor or his designee as the City policies and procedures require.
26. **DUE AUTHORITY:** Each party to this Agreement represents and warrants to the other party that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party (ies) on whose behalf they are executing.
27. **CITY AS A MUNICIPAL CORPORATION:** Nothing contained herein shall be interpreted to require the City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation; or to take or refrain from taking any action in its capacity as a municipal corporation not specifically required by this Agreement.
28. **NO CONSTRUCTION AGAINST PREPARER:** This Agreement has been prepared by City and reviewed by SPC and its professional advisors. City, SPC, and SPC's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either City or SPC or against City or SPC merely because of their efforts in preparing it.
29. **CITY CONSENT AND ACTION:**

29.1. **Consent and Approval:** For the purposes of this Agreement, any required written permission, consent, approval or agreement ("**Approval**") by the City means the Approval of the Mayor or his Designee unless otherwise set forth herein and such Approval shall be in

addition to any and all permits and other licenses required by law or this Agreement.

29.2. City Action: For the purposes of this Agreement, any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

30. TIME PERIODS: Time is of the essence in this Agreement. Time periods herein shall include Saturdays, Sundays, and state and national legal holidays, and any time period provided for herein shall end at 5.00 p.m. local time.
31. RELATIONSHIP BETWEEN PARTIES: The relationship between the Parties is that of landlord and tenant.
32. WAIVER: The waiver by either party of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance or payment of Rent or other payment be deemed to be a waiver of any such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by the City or Tenant, unless such waiver is in writing.
33. NOTICES: Any notice by either party to the other party in connection with this Agreement shall be in writing and may be given by depositing the same in with a courier service or the United States Mail, registered or certified, postage prepaid, addressed to:

TO CITY  
Michael Kovacsev, Assistant Chief  
City of St. Petersburg  
St. Petersburg Police Department  
1300 – 1<sup>st</sup> Avenue North  
St. Petersburg, Florida 33733-3489

With Copy to:  
Real Estate & Property Management  
P.O. Box 2842  
St. Petersburg, Florida 33731

TO SPC:  
Scott Fronrath, Provost  
St. Petersburg College  
Post Office Box 13489  
St. Petersburg, Florida 33733-3489

With Copy to:  
General Counsel's Office  
PO Box 13489  
St. Petersburg, Florida 33733-3489

34. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

SIGNATURE PAGES FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

WITNESSES

THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, a political subdivision of the State of Florida

Sign: \_\_\_\_\_

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

Print: \_\_\_\_\_

Dr. William D. Law, College President and Secretary of the Board of Trustees

Sign: \_\_\_\_\_

ATTEST:

Print: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2016, by Dr. William D. Law, Jr., as College President and Secretary of the Board of Trustees of St. Petersburg College, a political subdivision of the State of Florida. He is personally known to me, or produced \_\_\_\_\_ as identification, and appeared before me at the time of notarization.

Notary Public - State of Florida

Notary Seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
My Commission Expires

**WITNESSES**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**REVIEWED BY:**

\_\_\_\_\_  
Bruce E. Grimes, Director  
Real Estate & Property Management

\_\_\_\_\_  
Anthony Holloway, Chief of Police  
St. Petersburg Police Department

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
City Attorney (Designee)  
By: \_\_\_\_\_  
Assistant City Attorney  
Legal: 00260783.doc V. 7

**CITY OF ST. PETERSBURG, FLORIDA**

By: \_\_\_\_\_  
Gary Cornwell  
As Its: City Administrator

**ATTEST:**

\_\_\_\_\_  
Chan Srinivasa, City Clerk

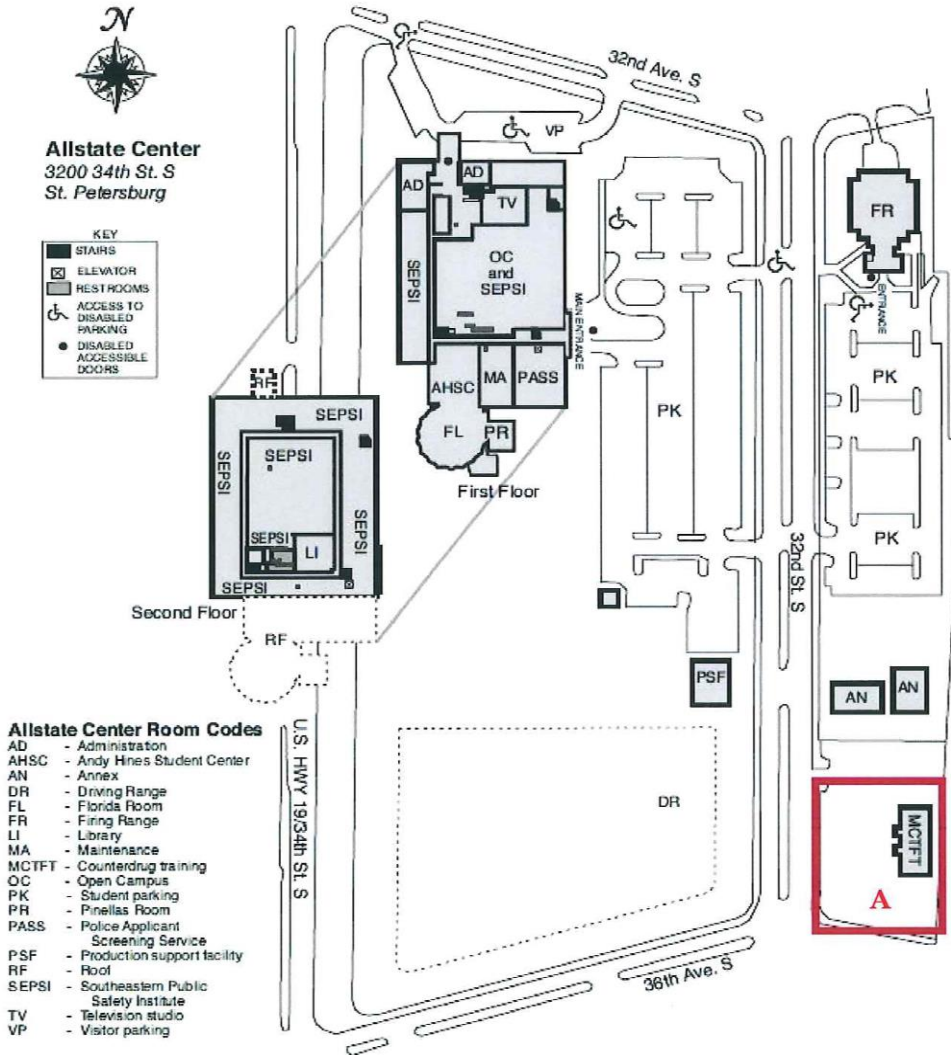
(Affix City Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney (Designee)  
By: \_\_\_\_\_  
Assistant City Attorney

EXHIBIT "A"  
Illustration of Premises

# Allstate Center



**EXHIBIT "A-1"**  
Illustration of Premises




**Description of Premises:**

±6,075 square feet of space and the furnishings in Building A and designated parking

March 15, 2016

**MEMORANDUM**

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

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Land Lease Agreement between Verizon Wireless Personal Communications LP (d/b/a Verizon Wireless) and St. Petersburg College – District Office Communications Tower

**Approval is sought to enter into a Land Lease Agreement with Verizon Wireless Personal Communications LP (d/b/a Verizon Wireless) concerning the 125' communications tower outside the College's District Office. Permission is also sought to enter into any related agreements or amendments, as may be necessary.**

Verizon Wireless will lease approximately 1,026 square feet of land space beneath and surrounding the communications tower for the purpose of ingress and egress to the tower, and to install and maintain equipment in support of Verizon Wireless's operations. This Agreement will last for five years, and automatically renew for four additional five-year periods unless earlier terminated by Verizon Wireless. Verizon Wireless agrees to insure, operate and maintain the tower at the company's sole cost and expense, and pay the College an annual rental of \$12,000, with a 2.75% annual escalation rate.

In connection with this Land Lease Agreement, the College will transfer ownership of the communications tower and appurtenant improvements to Verizon Wireless by Bill of Sale. Once title transfers, Verizon Wireless will license space on its tower via License Agreement to the College so the College can continue to maintain and operate its antennas and supporting transmission lines already installed on the tower. The College's equipment will be maintained at the institution's sole cost and expense. This License Agreement will run contemporaneously with the term of the Land Lease Agreement.

Upon expiration or sooner termination of the Land Lease Agreement, Verizon Wireless will transfer ownership of the tower back to the College by Bill of Sale.

Douglas S. Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Suzanne L. Gardner, General Counsel; and Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, recommend approval.

Attachment



## LAND LEASE AGREEMENT

This Land Lease Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between St. Petersburg College Board of Trustees, a public body corporate, with its principal offices at 6021 142nd Avenue North, Largo, Florida 33760, hereinafter designated LESSOR and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 6021 142nd Avenue North, Largo, Pinellas County, Florida 33760, and being described as a parcel containing approximately 1,026 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way, 142nd Avenue, to the Land Space; and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also described in O.R. Book 14698, Pages 1356 and 1360, in the Public Records of Pinellas County, Florida.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and upon LESSOR's approval which shall not be unreasonably withheld, said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to St. Petersburg College, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE is granted

a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. The Parties agree and acknowledge that LESSEE shall be responsible for payments due under this Agreement commencing on the Commencement Date and for each month thereafter throughout the term of this Agreement (except as otherwise provided herein), but that LESSEE will be unable to process any payments until the Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in

such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the Term, including any extension term and additional extension term, the annual rental shall increase by Two and Three Quarters Percent (2.75%) of the annual rental due for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any of their respective taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Notwithstanding the foregoing, LESSEE acknowledges that LESSOR is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchase or rented, or services purchased.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any third party claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Notwithstanding the foregoing, any indemnity or hold harmless provided by LESSOR is subject to the extent and limitations provided in Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of LESSOR's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense LESSOR may have to such claims.

10. INSURANCE.

a. Notwithstanding the indemnity in Section 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of

insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees to name LESSOR as an additional insured on any such policy. LESSOR shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$200,000 per person, \$300,000 per occurrence and subject to the provisions of Section 768.28, Florida Statutes.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause interference which is measurable in accordance with then-existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the

Premises after termination of this Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. INTENTIONALLY OMMITTED.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict

performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW AND VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Divisions, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each Party to this Agreement waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, each Party consents to the personal jurisdiction of the aforementioned courts and irrevocably waives any objections to said jurisdiction.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: If by Certified Mail, Return Receipt Requested:  
Board of Trustees of St. Petersburg College  
P.O. Box 13489  
Clearwater, Florida 33733  
Attention: Office of the General Counsel

If by Commercial Courier:  
Board of Trustees of St. Petersburg College  
6021 142nd Avenue North  
Largo, Florida 33760  
Attention: Office of the General Counsel

LESSEE: Verizon Wireless Personal Communications LP,  
a Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or Rights of Way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

26. RECORDING. LESSOR agrees to execute a memorandum of this Agreement (the "Memorandum of Lease") which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this paragraph.



b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, a non-defaulting party shall use reasonable efforts to mitigate its damages in connection with a default by a defaulting party. If a non-defaulting party so performs any of the non-defaulting party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting shall immediately be owing by the defaulting party to non-defaulting party, and the defaulting party shall pay to non-defaulting party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY OR AS PROVIDED UNDER APPLICABLE LAW, IF LESSEE IS IN OCCUPANCY OF THE PREMISES, THE LESSOR SHALL NOT BE PERMITTED TO ENTER THE PREMISES, BLOCK LESSEE'S ACCESS TO THE PREMISES, OR ASSERT DOMINION OVER THE PREMISES, EXCEPT TO THE EXTENT THE FOREGOING IS IN STRICT COMPLIANCE WITH APPLICABLE JUDICIAL PROCESS.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all applicable environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE. Notwithstanding the foregoing, any indemnity or hold harmless provided by LESSOR is subject to the extent and limitations provided in Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of LESSOR's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense LESSOR may have to such claims.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises, LESSOR shall have no obligation to repair or reconstruct the Premises. The decision on whether to repair or reconstruct shall be made by LESSOR in its sole discretion. In the event LESSOR decides not to repair or reconstruct the Premises, or in the event LESSOR decides in its sole discretion to repair or reconstruct the Premises, but the Premises cannot reasonably be expected to be repaired within forty-five (45) days following the damage by fire or other casualty or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt

LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

32. SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY / AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and building codes, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. RADON GAS DISCLOSURE. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND

STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

37. TRANSFER OF TOWER TO LESSEE.

- a. Transfer of Existing Tower to LESSEE. In connection with this Agreement, the LESSOR has agreed to transfer ownership of that certain One Hundred and Twenty-Five Foot (125') Self Support Tower and appurtenant improvements (collectively, the "Tower") located within the Premises to LESSEE free and clear of all liens and encumbrances. Simultaneous with the execution of this Agreement, LESSOR shall convey the Tower to LESSEE by execution of that certain Bill of Sale, attached hereto as Exhibit "C".
- b. LESSOR hereby warrants and represents that it is the sole and exclusive owner of the Tower, and there are no existing liens or encumbrances affecting the Tower or the Premises. Upon conveyance of the Tower to LESSEE, LESSEE shall pay all costs associated with the operation and maintenance of the Tower.
- c. LESSEE hereby grants to LESSOR, at LESSOR's sole expense, the right to install and maintain certain antennas and transmission lines on the Tower, as described within, and pursuant to the terms and conditions of, that certain License Agreement, attached hereto and incorporated herein as Exhibit "D" (the "License Agreement"). LESSOR shall have the right to add, modify, repair and replace its equipment, antennas and coaxial cables located on the Tower as follows:
- i. LESSOR must provide prior written notice to LESSEE for any:
- (A) Modification and/or change to LESSOR's operating frequencies provided such modification or change is within LESSOR's properly licensed frequency spectrum;
  - (B) Replacement of existing malfunctioning or obsolete antennas with antennas of the same dimensions and weight (a like-kind replacement);  
or
  - (C) Modification, addition or replacement of LESSOR's antennas at the same antenna centerline and/or coaxial cables connected to same as long as LESSOR, at its expense, procures and provides to LESSEE a structural analysis of the Tower, performed by a vendor approved by LESSEE, which includes the desired antennas, equipment and/or cables, and provided further that if the wind loading of the proposed new antenna, equipment and/or cables exceeds the then existing wind loading capacity of the Tower, the LESSOR shall pay all costs associated with modifications to the Tower that are necessary to accommodate such antenna, equipment and/or cables, which tower modifications must be performed by a licensed vendor approved by LESSEE.

e. Notwithstanding anything contained herein to the contrary, LESSEE may, in its sole discretion, sublease space on the Tower to third parties to install, operate and maintain any equipment located on said Tower, provided that any such third parties first enter into a written agreement with LESSOR for the right to access and use the Premises to install, operate and maintain their respective ground equipment, with a copy of such agreement to be provided to LESSEE. However, LESSEE shall not have the right to sublease any ground space to third parties nor grant to third parties the right to access or use the Premises, and hereby acknowledges that LESSOR shall have the exclusive right, in its sole discretion, to lease ground space, and grant the right to access or use the Premises, to third parties wishing to co-locate on the tower. Any sublease that is entered into by LESSEE with a third party shall be subject to the provisions of this Agreement and shall be binding on the successors, assigns, heirs, and legal representatives of the respective parties hereto.

f. Upon expiration or sooner termination of this Agreement, LESSEE shall convey the Tower back to LESSOR by Bill of Sale, free and clear of all liens and encumbrances. The Tower shall be conveyed to LESSOR in its "as-is where-as" condition, without representations or warranties, except as to LESSEE's ownership of the Tower free and clear of all liens and encumbrances.

<Signature Page to Follow>

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LESSOR:**

St. Petersburg College Board of Trustees,  
a public body corporate

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

Name: \_\_\_\_\_

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

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

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LESSEE:**

Verizon Wireless Personal Communications  
LP, a Delaware limited partnership d/b/a  
Verizon Wireless

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

Name: Aparna Khurjekar

Title: Vice President – Field Network

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

LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

**Exhibit "A"**  
**(Page 1 of 5)**  
**Legal Description**

LESSOR'S PROPERTY:

**DESCRIPTION OF PARENT TRACT**

*(PER OFFICIAL RECORD BOOK 14698, PAGE 1356 AND OFFICIAL RECORD BOOK 14698, PAGE 1360 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA)*

*LOT 1, BLOCK 1, TADIRAN SITE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 75 AND 76, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.*

*TOGETHER WITH AN EASEMENT ON, OVER, ACROSS AND UNDER THE PROPERTY LOCATED ADJACENT TO THE TADIRAN SITE (NAMELY, LOT 19 ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 88, PAGE 79 THROUGH 85, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA) FOR STORM WATER DRAINAGE, RETENTION, AND DETENTION, AND THE LOCATION ON SUCH ADJACENT PROPERTY OF DRAINAGE FACILITIES AND STRUCTURES IN CONNECTION THEREWITH, AS RECORDED IN O.R. BOOK 12772, PAGE 1932, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.*

**Exhibit "A"**  
**(Page 2 of 5)**  
Legal Description

LESSEE'S PREMISES:

Land Space:

*A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, TADIRAN SITE, AS RECORDED IN PLAT BOOK 115, PAGES 75-76 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1;*

*THENCE ON A PLAT BEARING OF S00°26'47"E ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 260.91 FEET;*

*THENCE N89°49'02"W CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;*

*THENCE S00°26'47"E CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 58.22 FEET;*

*THENCE S89°33'13"W A DISTANCE OF 89.39 FEET TO THE POINT OF BEGINNING;*

*THENCE N89°44'00"W A DISTANCE OF 17.50 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 5.49 FEET;*

*THENCE N30°41'05"E A DISTANCE OF 10.86 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 12.14 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 22.00 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 19.00 FEET;*

*THENCE S89°44'00"E A DISTANCE OF 34.00 FEET;*

*THENCE S00°16'00"W A DISTANCE OF 46.00 FEET TO THE POINT OF BEGINNING;*

*SAID PARCEL OF LAND SITUATE WITHIN PINELLAS COUNTY, FLORIDA, CONTAINING 1,025.96 SQUARE FEET, MORE OR LESS.*



LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

**Exhibit "A"**  
**(Page 3 of 5)**  
Legal Description

LESSEE'S Rights of Way:

**ACCESS EASEMENT**

*A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, TADIRAN SITE, AS RECORDED IN PLAT BOOK 115, PAGES 75-76 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1;*

*THENCE ON A PLAT BEARING OF S00°26'47"E ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 260.91 FEET;*

*THENCE N89°49'02"W CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;*

*THENCE S00°26'47"E CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 58.22 FEET;*

*THENCE S89°33'13"W A DISTANCE OF 89.39 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 17.50 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 5.49 FEET;*

*THENCE N30°41'05"E A DISTANCE OF 10.86 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 12.14 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 22.00 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING;*

*THENCE N89°44'00"W A DISTANCE OF 13.00 FEET;*

*THENCE N00°26'47"W A DISTANCE OF 34.25 FEET;*

*THENCE N89°33'13"E A DISTANCE OF 100.90 FEET TO A POINT ON THE WEST LINE OF A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 9696, PAGE 1981 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA (SAID EASEMENT PROVIDES ACCESS TO 142ND AVENUE NORTH - A PUBLIC RIGHT-OF-WAY);*

*THENCE S00°26'47"E ALONG SAID WEST LINE, A DISTANCE OF 60.00 FEET TO A POINT OF CUSP OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;*

*THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 30.00 FEET FOR AN ARC DISTANCE OF 47.12 FEET (CHORD BEARING - N45°26'47"W AND CHORD DISTANCE = 42.43 FEET) TO A POINT OF TANGENCY;*

*THENCE S89°33'13"W A DISTANCE OF 40.90 FEET;*

*THENCE S00°26'47"E A DISTANCE OF 4.62 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING;*

*SAID PARCEL OF LAND SITUATE WITHIN PINELLAS COUNTY, FLORIDA, CONTAINING 3,353.14 SQUARE FEET, MORE OR LESS.*

**Exhibit "A"**  
**(Page 4 of 5)**  
 Legal Description

LESSEE'S Rights of Way (continued):

**DESCRIPTION OF VERIZON WIRELESS UTILITY EASEMENT**

*A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, TADIRAN SITE, AS RECORDED IN PLAT BOOK 115, PAGES 75--76 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1;*

*THENCE ON A PLAT BEARING OF S00°26'47"E ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 260.91 FEET;*

*THENCE N89°49'02"W CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;*

*THENCE S00°26'47"E CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 58.22 FEET;*

*THENCE S89°33'13"W A DISTANCE OF 89.39 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 17.50 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 5.49 FEET;*

*THENCE N30°41'05"E A DISTANCE OF 10.86 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 12.14 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING;*

*THENCE CONTINUE N89°44'00"W A DISTANCE OF 199.17 FEET TO A POINT ON A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, BLOCK 1;*

*THENCE S00°27'55"E ALONG SAID PARALLEL LINE, A DISTANCE OF 268.00 FEET;*

*THENCE S89°32'05"W A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, BLOCK 1;*

*THENCE N00°27'55"W ALONG SAID WEST LINE, A DISTANCE OF 278.13 FEET;*

*THENCE S89°44'00"E A DISTANCE OF 209.30 FEET;*

*THENCE S00°16'00"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;*

*SAID PARCEL OF LAND SITUATE WITHIN PINELLAS COUNTY, FLORIDA, CONTAINING 4,773.00 SQUARE FEET, MORE OR LESS.*





LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

**LESSEE herein referred to as "VERIZON WIRELESS"**  
**Exhibit "B"**  
**(Page 2 of 3)**



LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

**y**

**LESSEE herein referred to as “VERIZON WIRELESS”**





LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

**LESSEE herein referred to as "VERIZON WIRELESS"**  
**Exhibit "C"**  
**Bill of Sale**

*Prepared by and after recording return to:*

Tirso M. Carreja, Jr., Esq.  
Shutts & Bowen, LLP  
4301 W. Boy Scout Blvd., Suite 300  
Tampa, Florida 33607

Site Name/Id: SPC Epi-Center Tower/86377

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**BILL OF SALE**

This Bill of Sale ("**Bill of Sale**") is made effective on \_\_\_\_\_, 2016, by and between St. Petersburg College Board of Trustees, a public body corporate, with its principal offices at 6021 142nd Avenue North, Largo, Florida 33760, hereinafter designated "**Grantor**" and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**Grantee**". The Grantor and Grantee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

In connection with, and pursuant to, that certain Land Lease Agreement, of even date herewith, executed by and between Grantor and Grantee, Grantor desires to assign, transfer, convey and deliver to Grantee all right, title and interest of Grantor in and to the Assets (as defined below) located within the real property legally described on Exhibit "A" attached hereto and made a part hereof (the "**Real Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. (a) Grantor hereby assigns, transfers, conveys, sells and delivers to Grantee all of Grantor's rights, title and interest in and to (i) the communications tower(s) and all other improvements, equipment, fixtures and fittings located on or used in connection with the Real Property and owned by Grantor (the "**Tower**"), (ii) all approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from governments or governmental agencies with respect to the Real Property and the Tower, and (iii) all books, records, files, documents, plats, architectural plans, drawings, specifications, studies, reports and other printed, electronic or written materials pertaining to the foregoing (collectively, the "**Assets**"). In addition, Grantor agrees to allow Grantee to continue to use all areas appurtenant to the Real Property and the Tower that provide utilities to the Tower.

(b) TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever, to its and their own use and benefit.

(c) Grantor hereby irrevocably constitutes and appoints Grantee its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Grantor or Grantee, but on behalf and for the benefit of Grantee, to demand, collect and receive for the account of Grantee all of the Assets; to institute or prosecute, in the name of Grantor or otherwise, all proceedings that Grantee may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any claim, right, or title of any kind in or to the Assets; and to defend and compromise any and all actions, suits or proceedings in respect of any of the Assets. Grantor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Grantor for any reason.

2. Grantee shall not have any obligation, duty or liability inherent to the Assets arising or accruing on or before the date hereof.

3. Grantor hereby covenants and agrees with Grantee that it shall duly execute and deliver all such further instruments of sale, transfer, assignments, and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be reasonably necessary to sell, transfer, assign and convey to and vest in Grantee the Assets hereby sold, transferred, assigned and conveyed or intended so to be.

4. All of the terms and provisions of this Bill of Sale shall be binding upon Grantor, its successors and assigns and shall inure to the benefit of Grantee, its successors and assigns.

5. This Bill of Sale shall be governed by the laws of the State of Florida.

6. Grantor warrants and represents that it has good title to same; full authority to sell and transfer same and that said goods are being sold free and clear of all liens and encumbrances. Grantor further warrants and represents that the person executing this Bill of Sale on behalf of the Grantor has full power and authority to so act.

[Signatures and acknowledgements follow.]

LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

The parties hereto have caused this Bill of Sale to be duly executed and effective as of the date first above written.

Witnesses:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**GRANTOR:**

**St. Petersburg College Board of Trustees, a public body corporate**

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

Print Name: \_\_\_\_\_

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

Witnesses:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**GRANTEE:**

**Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless**

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

Name: Aparna Khurjekar

Title: Vice President – Field Network

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

**GRANTOR ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that s/he is the \_\_\_\_\_ of St. Petersburg College Board of Trustees, a public body corporate, and that s/he, as \_\_\_\_\_, being authorized to do so, executed this Bill of Sale on behalf of St. Petersburg College Board of Trustees, a public body corporate.

In witness whereof on this \_\_\_\_ day of \_\_\_\_\_, 2016, I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of  
Print Name  
Commission No.

**GRANTEE ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Aparna Khurjekar, personally came before me this day and acknowledged that she is the Vice President – Field Network of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, and that she, as Vice President – Field Network, being authorized to do so, executed this Bill of Sale on behalf of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless.

In witness whereof on this \_\_\_\_ day of \_\_\_\_\_, 2016, I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public, State of  
Print Name  
Commission No.  
My Commission Expires:

LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

## EXHIBIT "A"

### REAL PROPERTY TO BILL OF SALE

*A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, TADIRAN SITE, AS RECORDED IN PLAT BOOK 115, PAGES 75-76 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1;*

*THENCE ON A PLAT BEARING OF S00°26'47"E ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 260.91 FEET;*

*THENCE N89°49'02"W CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;*

*THENCE S00°26'47"E CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 58.22 FEET;*

*THENCE S89°33'13"W A DISTANCE OF 89.39 FEET TO THE POINT OF BEGINNING;*

*THENCE N89°44'00"W A DISTANCE OF 17.50 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 5.49 FEET;*

*THENCE N30°41'05"E A DISTANCE OF 10.86 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 12.14 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 22.00 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 19.00 FEET;*

*THENCE S89°44'00"E A DISTANCE OF 34.00 FEET;*

*THENCE S00°16'00"W A DISTANCE OF 46.00 FEET TO THE POINT OF BEGINNING;*

*SAID PARCEL OF LAND SITUATE WITHIN PINELLAS COUNTY, FLORIDA, CONTAINING 1,025.96 SQUARE FEET, MORE OR LESS.*

**Exhibit "D"**  
**LICENSE AGREEMENT**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 2016, between Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "Licensor", and St. Petersburg College Board of Trustees, a public body corporate, with its principal offices at 6021 142nd Avenue North, Largo, Florida 33760, hereinafter designated "Licensee". The Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby license to Licensee space on Licensor's tower for the installation of antennas and supporting transmission lines (collectively, the "Licensee's equipment") as depicted and described on Exhibit "B" attached hereto and made a part hereof. Licensor's tower is located on a portion of that certain parcel of property (hereinafter called "Property") located at 6021 142nd Avenue North, Largo, Pinellas County, Florida 33760, more particularly described in Exhibit "A". This License Agreement shall be subject to the following terms and conditions:

1. The term of this License shall run contemporaneously with the term of that certain Land Lease Agreement (the "Lease") by Licensee, as landlord, and Licensor, as tenant, dated as of \_\_\_\_\_, 2016, granting to Licensor a leasehold interest in the Property. The term of this License shall include any extensions of the Lease.

Licensor shall not charge to Licensee any rental or license fees associated with Licensee's installation, use or maintenance of the Licensee's equipment.

2. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Notwithstanding the foregoing, any indemnity or hold harmless provided by Licensee is subject to the extent and limitations provided in Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of Licensee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense Licensee may have to such claims. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence. Notwithstanding the foregoing, any indemnity or hold harmless provided by Licensee is subject to the extent and limitations provided in Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of Licensee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense Licensee may have to such claims.

Licensee shall have the right to add, modify, repair and replace its equipment, antennas and coaxial cables located on the tower as follows:

LESSEE Site Name: SPC Epi-Center Tower

LESSEE Site Id: 86377

i. Licensee must provide prior written notice to Licensor for any:

(A) Modification and/or change to Licensee's operating frequencies provided such modification or change is within Licensee's properly licensed frequency spectrum;

(B) Replacement of existing malfunctioning or obsolete antennas with antennas of the same dimensions and weight (a like-kind replacement); or

(C) Modification, addition or replacement of Licensee's antennas at the same antenna centerline and/or coaxial cables connected to same as long as Licensee, at its expense, procures and provides to Licensor a structural analysis of the Tower, performed by a vendor approved by Licensor, which includes the desired antennas, equipment and/or cables, and provided further that if the wind loading of the proposed new antenna, equipment and/or cables exceeds the then existing wind loading capacity of the tower, the Licensee shall pay all costs associated with modifications to the tower that are necessary to accommodate such antenna, equipment and/or cables, which tower modifications must be performed by a licensed vendor approved by Licensor.

3. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises. Notwithstanding the foregoing, any indemnity or hold harmless provided by Licensee is subject to the extent and limitations provided in Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of Licensee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense Licensee may have to such claims.

4. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements. Notwithstanding the foregoing, any indemnity or hold harmless provided by Licensee is subject to the extent and limitations provided in Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of Licensee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense Licensee may have to such claims.

5. Licensor acknowledges that Licensee is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

6. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement.

7. Licensee agrees not to damage Licensor's tower or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

8. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

9. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and

operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

10. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's equipment. Licensee, at its sole cost and expense, shall be solely responsible for all utilities servicing the Licensee's equipment.

12. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the negligence or willful misconduct of the Licensor, its servants, agents or employees.

13. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval which shall not be unreasonably withheld. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all rules, regulations and specifications imposed by Licensor with regard to construction, radio frequency and installation of Licensee's equipment on Licensor's tower.

14. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting the equipment must do so in a manner approved by the Licensor.

15. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

16. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

17. The insurance provisions set forth in Paragraph 10 of the Land Lease shall apply to this License Agreement.

18. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing Licensor's tower. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes.

19. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

20. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.



21. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

22. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

23. This License Agreement grants an irrevocable license, which is subject to and conditioned upon Licensee's compliance with all terms and conditions contained herein.

24. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

25. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 31 below.

26. In the event any of the provisions of this License Agreement contradict the provisions of the Lease, the provisions of the Lease shall prevail and supersede the contrary provisions in this License Agreement. Additionally, if any of the rights or benefits given to the Licensee under this License Agreement exceed the rights or benefits given to the Licensor, as lessee under the Lease, such rights or benefits given to the Licensee shall be modified and limited to the rights or benefits given to the Licensor under the Lease, as it is the understanding of the parties that the Licensor cannot convey to the Licensee any greater rights than the Licensor has under the Lease. The Licensee agrees to comply with and conform to all of the obligations and duties of the lessee under the Lease, other than the payment of any rental amounts, to the extent applicable, and to the extent that such obligations and duties are not expressly limited or modified by the terms of this License Agreement.

27. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor which approval or consent shall not be unreasonably withheld.

28. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

Licensee: If by Certified Mail, Return Receipt Requested:  
Board of Trustees of St. Petersburg College  
P.O. Box 13489  
Clearwater, Florida 33733  
Attention: Office of the General Counsel

If by Commercial Courier:  
Board of Trustees of St. Petersburg College  
6021 142nd Avenue North  
Largo, Florida 33760  
Attention: Office of the General Counsel

Licensor: Verizon Wireless Personal Communications LP,  
a Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

or to such other address as Licensee may to furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

29. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

30. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

**<Signature Page to Follow>**

IN WITNESS HEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Name: \_\_\_\_\_

**Licensee:**

St. Petersburg College Board of Trustees,  
a public body corporate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Name: \_\_\_\_\_

**Licensor:**

Verizon Wireless Personal Communications LP, a  
Delaware limited partnership d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: Aparna Khurjekar  
Title: Vice President – Field Network  
Date: \_\_\_\_\_

EXHIBIT "A"  
Property

*A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, TADIRAN SITE, AS RECORDED IN PLAT BOOK 115, PAGES 75-76 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1;*

*THENCE ON A PLAT BEARING OF S00°26'47"E ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 260.91 FEET;*

*THENCE N89°49'02"W CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;*

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*THENCE N89°44'00"W A DISTANCE OF 17.50 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 5.49 FEET;*

*THENCE N30°41'05"E A DISTANCE OF 10.86 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 12.14 FEET;*

*THENCE N89°44'00"W A DISTANCE OF 22.00 FEET;*

*THENCE N00°16'00"E A DISTANCE OF 19.00 FEET;*

*THENCE S89°44'00"E A DISTANCE OF 34.00 FEET;*

*THENCE S00°16'00"W A DISTANCE OF 46.00 FEET TO THE POINT OF BEGINNING;*

*SAID PARCEL OF LAND SITUATE WITHIN PINELLAS COUNTY, FLORIDA, CONTAINING 1,025.96 SQUARE FEET, MORE OR LESS.*

EXHIBIT "B"

Page 1 of 2

Licensee is authorized to install and maintain the following equipment:

ANTENNA TO BE INSTALLED ON TOWER:

Number of Antennas: Four (4)

Manufacturer and Type:

1. Andrew DB420
2. Vertical Stick, unknown manufacturer
3. Small Yagi, unknown manufacturer
4. Small Yagi, unknown manufacturer

Weight and Height of Antennas:

1. 34.5 lbs.; 233.0 inches
2. Approx. 5 lbs.; approximately 18 inches
3. Approx. 5 lbs.; approximately 12 inches
4. Approx. 5 lbs.; approximately 12 inches

Transmission Line Mfr. and Type No.:

1. Up to two (2) 1 5/8" coaxial lines; Andrew LDF7-50A; approximately 130' in length
2. Small, "RG" type coax
3. Small, "RG" type coax
4. Small, "RG" type coax

Height of Antenna on Tower:

1. Baseline mounting height at 92' AGL and extending no higher than 112' AGL
2. Mounting height at 35' AGL
3. RAD Center at 27' AGL
4. RAD Center at 12' AGL

Rated Power:

1. 100 watts
2. N/A
3. N/A
4. N/A

Transmit Frequency:

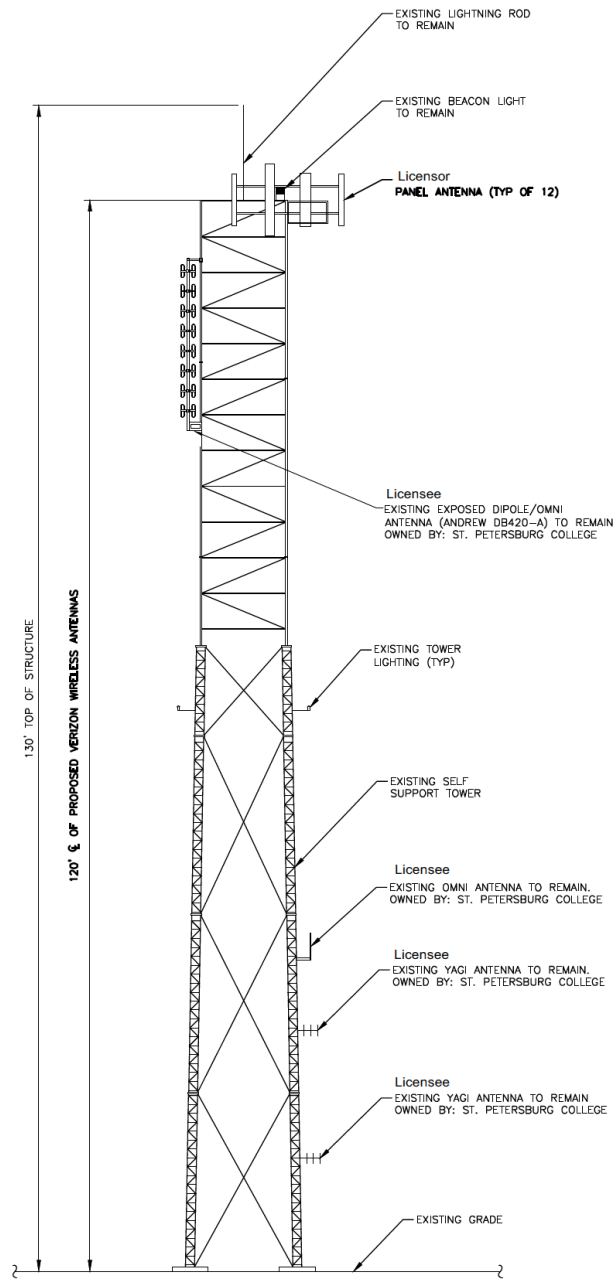
1. 458 MHZ and 469 MHZ
2. 458 MHZ
3. 458 MHZ
4. 458 MHZ

Receive Frequency:

1. 453 MHZ
2. 453 MHZ
3. 453 MHZ
4. 453 MHZ

50524


EXHIBIT "B"  
Page 2 of 2



1 ELEVATION  
E-1 SCALE: 1" = 20'

March 15, 2016

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** U.S. Department of Education – TRIO Talent Search Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Education, by St. Petersburg College for the Talent Search (TS) Program Grant. Permission is also sought to accept an estimated \$1,200,000 in funding over a five-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 TS program is to increase the academic achievement, persistence, graduation, enrollment in and completion of postsecondary education for secondary students who are from disadvantaged backgrounds and face barriers to educational success. The program will target the following high needs schools: Azalea Middle, John Hopkins Middle, Pinellas Park Middle, Dixie Hollins High and Gibbs High Schools. Led by St. Petersburg College, in partnership with Pinellas County Schools, this program would provide 500 high-needs middle and high school students enhanced support services, including assistance in secondary and post-secondary course selection, tutoring, mentoring, assistance completing college applications, information on financial aid program and economic literacy workshops. Each participant will be assigned a dedicated Postsecondary Advisor to ensure they are receiving the necessary supports to address their individual challenges. As a result, participants will be better equipped to successfully complete high school and enter into post-secondary education.

The estimated period of performance will be from September 1, 2016 through August 31, 2021. The total project budget is projected to be \$1,200,000 over a five-year period. See attached Information Summary for additional information.

Tonjua Williams, Senior Vice President, Student Services; Suzanne L. Gardner, General Counsel; and Linda Hogans, Executive Director Special Programs, recommend approval.

Attachment  
ks0222162



**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** March 15, 2016

**Funding Agency or Organization:** U.S. Department of Education

**Name of Competition/Project:** TRIO Talent Search (TS)

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 9/1/16      **End:** 8/31/21

**Administrator:** Linda Hogans

**Manager:** TBD

**Focus of Proposal:**

St. Petersburg College’s TRIO Talent Search (TS) Program will provide support services to 500 disadvantaged students at targeted middle and high schools, concentrating on those who have been identified as low-income youth and potential first-generation to attend college and are in need of academic and social support. Facilitated by dedicated Postsecondary Advisors (PSA), the primary program activities and services include: academic tutoring, assistance with secondary and postsecondary course selection, support completing financial aid and college applications, preparation for college entrance exams, guidance regarding alternative educational programs, information on and assistance with federal student financial aid and educational and financial counseling services. To ensure proper administration and monitoring of these activities, the PSAs and students will collectively develop a personalized roadmap to graduation, a Student Success Plan, which will assess barriers to academic achievement and apply strategies to support participants as they reach graduation and continue on to achieve their postsecondary and career goals.

**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	\$ 781,170
Fringe	\$ 250,110
Travel	\$ 53,035
Supplies	\$ 26,795
Indirect Costs	<u>\$ 88,890</u>
Total Budget	\$ 1,200,000

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 1,200,000
Total amount from funder:	\$ 1,200,000
Amount/value of match:	Cash: N/A

In-kind: N/A

Required match or cost sharing:	No	<input checked="" type="checkbox"/>	Yes
Voluntary match or cost sharing:	No	<input checked="" type="checkbox"/>	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:**

Value(s):

1. Student Focus
2. Academic Excellence
3. Outstanding Service
4. Partnership

Strategic Initiative(s):

1. Outreach
2. Student Engagement
3. Student Support


Strategic Activity(ies):

1. Advising Process Enhancements
4. Student Success and Out of Classroom Support

March 15, 2016

**MEMORANDUM**

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

**FROM:** William D. Law, Jr., President 

**SUBJECT:** CareerSource Florida, Inc. – FloridaFLEX Grant – Inside Sales Solutions FL, 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 FloridaFLEX (FLEX) grant opportunity on behalf of Inside Sales Solutions FL, Inc. (ISS). Permission is also sought to accept an estimated \$100,000 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.**

FloridaFLEX grants (previously known as Quick Response Training grants, or QRTs) 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 FLEX grants through a community college, area technical center or state university, in partnership with the local economic development organization and workforce board. ISS is a five year old boutique marketing agency that contracts with technology companies of all sizes, from startups to large companies like HP, Cisco and McAfee. Growing at over 100% a year and having recently moved its headquarters to St. Petersburg, FL, ISS is looking to expand its operation with local talent, specifically marketing specialists and database administrators. ISS currently employs 8 employees and is looking to expand to 76 employees within the next two years. SPC Workforce Institute will provide consulting and fiscal agent services to ISS over the two-year program.

The estimated period of performance will be from April 1, 2016 through March 31, 2018. The total project budget is projected to be \$100,000 over a two-year period. Of this amount, the College anticipates receiving approximately \$5,000 for its services over the same period. See attached Information Summary for additional information.

Anne Cooper, Senior Vice President, Instruction and Academic Programs; Suzanne L. Gardner, General Counsel; and James Connolly, Workforce Institute Director, recommend approval.

Attachment  
js0224162

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** March 15, 2016

**Funding Agency or Organization:** CareerSource Florida, Inc.

**Name of Competition/Project:** FloridaFLEX Grant Program  
(Inside Sales Solutions FL, Inc.)

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 4/1/16      **End:** 3/31/18

**Administrator:** James Connolly

**Manager:** Mary Schock

**Focus of Proposal:**

St. Petersburg College's Workforce Institute will serve as the fiscal agent for Inside Sales Solutions FL, Inc. (ISS) in the implementation of the FloridaFLEX training program. ISS will train approximately 76 of its newly hired employees through its St. Petersburg facilities, primarily in marketing and database administration. SPC Workforce Institute will assist ISS 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 Instrument Transformers	\$ 95,000
Indirect Costs	<u>\$ 5,000</u>
Total Budget	\$100,000

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 100,000
Total amount from funder:	\$ 100,000
Amount/value of match:	Cash: N/A

In-kind: N/A

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:**

Values:

1. Partnerships
2. Professional Development

Strategic Initiatives:

1. Outreach
2. Improved Processes
3. Instructional Support

Strategic Activities:

1. Expanded Workforce Offerings and Improved Placement Tracking

March 15, 2016

**MEMORANDUM**

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

**FROM:** William D. Law, Jr., President



**SUBJECT:** Board of Trustees' Rules

**Approval is sought for the following proposed changes to the Rules Manual, which are being submitted for your consideration.**

**6Hx23-1.34 Discrimination Grievance Rule** The proposed change will update the nondiscrimination statement of the College to include pregnancy as a protected category.

**6Hx23-2.01 Equal Employment Opportunity/Affirmative Action** The proposed changes will revise the Rule to reflect the current policy of the College and update the nondiscrimination statement of the College to include pregnancy as a protected category.

**6Hx23-2.010 Harassment and Relationships Policy and Definitions** The proposed changes will repeal the Rule in accordance with Florida Statutes, as its provisions are either no longer applicable, redundant, or have been incorporated into other Board Rules and College Procedures.

*Submitted by Suzanne Gardner*

Suzanne L. Gardner, General Counsel, recommends approval.

ps:slg0225162

Attachment

6Hx23-1.34 DISCRIMINATION GRIEVANCE RULE

- I. St. Petersburg College is dedicated to the concept of equal opportunity and equal access, and will not tolerate discrimination on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, genetic information or against any qualified individual with disabilities. It is the purpose of this policy to secure, at the earliest possible procedural level, the resolution of alleged charges of discrimination through informal and formal procedures by which charges may be presented free from coercion interference, restraint, discrimination, or reprisal and by which students, employees, and applicants for admission are afforded adequate opportunity to resolve the charges.
- II. The Board of Trustees delegates to the President of the College authority to develop procedures for hearing and responding to informal discrimination inquiries and formal complaints of discrimination.
- III. This Rule shall apply to admission to the College; admission to programs; terms or conditions of employment, wages, and aid, benefit, or service to students.
- IV. It is contrary to College policy to file a discrimination or harassment complaint in bad faith. Any person who abuses this Rule and its Procedure by filing a frivolous complaint may be subject to disciplinary action where such complaint was determined to be pursued in bad faith. This subsection is not intended to discourage bona-fide complaints brought forth in good faith.
- V. It is further contrary to College policy for any individual to engage in conduct that may be deemed retaliatory against any complainant or witness that has made allegations or provided information or testimony in relation to, or during investigation of, a complaint of discrimination or harassment. Any person who believes they have been subjected to retaliation may seek redress pursuant to this Rule and its Procedure.

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

Law Implemented: 1000.05, 1001.64(18), 1012.855, 760.08, F.S.; SBE Rules 6A-19.001, 6A-19.002, 6A-19.009, F.A.C.

History: Adopted 6/17/82; Amended 9/20/84; Filed 9/20/84; Effective 9/20/84; 4/17/01. Filed – 4/17/01. Effective – 4/17/01; 10/20/09. Filed – 10/20/09. Effective – 10/20/09; 6/21/11. Filed – 6/21/11. Effective – 6/21/11; 10/17/11. Filed – 10/17/11. Effective – 10/17/11; 4/17/12. Filed – 4/17/12. Effective – 4/17/12; 8/21/12. Updated and Effective – 8/21/12; 3/15/16. To Be Filed – 3/15/16. Proposed Date to Become Effective – 3/15/16.

6Hx23-2.01 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

- I. It is the policy of the college to provide equal employment opportunity for all without regard to race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, or genetic information. Furthermore, the college shall not discriminate in its employment practices against any qualified individual with disabilities.
  - A. All personnel in supervisory and nonsupervisory capacities are requested to actively assist in the recruitment and employment of qualified minorities and females in order to assure that equal employment opportunities are made to all qualified persons. This shall be required for all initiators of employment opportunities at the college.
  - B. All employment procedures shall be published and made available to sources of recruitment, supervisors and employees. It shall be the responsibility of the employee relations department to explain such procedures.
  - C. The college shall have a written affirmative action plan which shall be implemented, evaluated, and revised regularly, ~~and a semi-annual report shall be made to the president by the Equal Access/Equal Opportunity officer.~~
- II. See Rule 6Hx23-2.011 SEXUAL HARASSMENT for the College's policy on discrimination on the basis of sex and the sexual harassment procedure rule.
- III. Reporting Discrimination.
  - A. If an employee has reason to believe that another employee or student has been discriminated against, that employee shall report such discrimination immediately the College's Equity Officer or to any one of the following persons designated reporting individuals as listed on the College's website so that appropriate action will be taken:
    - ~~--College's EA/EEO Officer~~
    - ~~--Vice President, Human Resources~~
    - ~~--President~~
    - ~~--Appropriate Provost~~



IV. Discrimination grievances shall be processed in accordance with Rule 6Hx23-1.34 and College Procedure P6Hx23-1.34.

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

Law Implemented: Executive Order of the President of the United States No. 11246; Civil Rights Act of 1964, as amended; Education Amendments Act of 1972; Age Discrimination in Employment Act; Equal Employment Opportunity Act of 1972; 1012.855(2), 760.08, F.S.; Sections 503 and 504, Rehabilitation Act of 1973 (as amended); Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008, and the Florida Civil Rights Act.

History: Formerly 6Hx23-3-9.01; Adopted 10/25/77; Amended 9/18/80, 9/17/81, 6/17/82, 9/20/84; Filed 9/20/84; Effective 9/20/84; 9/22/92; Filed - 9/22/92. Effective - 9/22/92; 1/19/93. Filed - 1/19/93. Effective - 1/19/93; 6/21/11. Filed - 6/21/11. Effective - 6/21/11; 4/17/12. Filed - 4/17/12. Effective - 4/17/12; 8/21/12. Updated and Effective - 8/21/12; 3/15/16. To Be Filed - 3/15/16. Proposed Date to Become Effective - 3/15/16.

6Hx23-2.010 HARASSMENT AND RELATIONSHIPS POLICY AND DEFINITIONS

I. POLICY

~~Harassment constitutes discrimination on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information or disability and is a violation of this Rule. The College shall not tolerate such conduct. Any employee or student who is found to have violated this Rule shall be disciplined and such discipline shall range from one or more of the following: counseling, attendance at a harassment seminar, written admonishment, suspension or dismissal.~~

~~A. St. Petersburg College maintains a professional work and academic environment wherein all students, staff, faculty and other members of the Collegiate Community are treated with respect and dignity. The goal of the College is to provide an academic and institutional climate that is free of harassment.~~

~~B. Forms of harassment that are encompassed by this procedure include harassment based on race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity or disability.~~

~~C. Harassment is specifically prohibited by state and federal law. Instances of harassment may result in both civil and criminal liability on the part of the individual harasser, as well as the supervisor and the College. The College will not tolerate prohibited harassment of its students and employees on the campus or at off campus events or programs held under the auspices of the College.~~

## ~~II. DEFINITIONS~~

~~A. **Racial harassment** is defined as unwelcome conduct relating to an individual's race, color or ethnicity, which unreasonably interferes with an employee's or student's status or performance by creating an intimidating, hostile or offensive working environment. Harassment on the basis of race, color or ethnicity includes offensive or demeaning treatment of an individual, where such treatment is based typically on prejudiced stereotypes of a group to which that individual may belong. It includes, but is not limited to, objectionable epithets, threatened or actual physical harm or abuse, racial slurs, comments or manner of speaking, negative references to racial customs or other intimidating or~~

insulting conduct directed against the individual because of his/her race, color or ethnicity.

- B. ~~**Religious harassment**~~ consists of unwelcome physical or verbal conduct, which is related to an individual's religion or creed when the conduct has the effect of creating an intimidating, hostile or offensive working or academic environment. Harassment on the basis of religion includes derogatory comments regarding surnames, religious traditions, religious clothing, or religious slurs or graffiti.
- C. ~~**Sexual harassment**~~ See Board of Trustees' Rule 6Hx23-2.011.
- D. ~~**Age harassment**~~ consists of depriving an individual of terms, conditions, privileges of employment and other opportunities or taking adverse action against an individual because of his/her age.
- E. ~~**National origin harassment**~~ consists of unwelcome physical or verbal conduct, which is related to an individual's national origin when the conduct has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment. Harassment on the basis of national origin includes negative comments regarding surnames, manner of speaking, custom, language or ethnic slurs.
- F. ~~**Marital status harassment**~~ consists of limiting, segregating or classifying an individual in such a way as to deprive an individual of educational or employment opportunities or otherwise adversely affect an individual because of his/her marital status. This definition does not apply where there is a conflict of interest or where it would be contrary to other law.
- G. ~~**Sexual orientation and gender identity harassment**~~ consists of unwelcome physical or verbal conduct relating to an individual's sexual orientation and/or gender identity when the conduct has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment.
- H. ~~**Disability harassment**~~ consists of unwelcome physical or verbal conduct relating to an individual's disability when the conduct has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment.

### III. EMPLOYEE RELATIONSHIPS:

- A. In the supervisor-instructor/staff context, the term harassment has a broader impact. The supervisor-instructor/staff relationships are professional in nature; inappropriate behavior as defined above is

~~unprofessional and undermines the essential atmosphere necessary in the workplace. This unprofessional behavior is subject to discipline.~~

- ~~B. Supervisor-instructor/staff or staff-staff relationships should at all times be professional and any conduct by an employee which unnecessarily or unreasonably creates an intimidating, hostile or offensive working environment in violation of the rights of others is inappropriate, unacceptable and is subject to discipline.~~

#### ~~IV. STUDENT RELATIONSHIPS~~

~~The student-student relationship, the student-instructor relationship and the student-staff relationship should at all times be respectful of the rights of others. Conduct by a student which creates an intimidating, hostile or offensive environment violates the College's Harassment Rule and may be subject to discipline. For this purpose, staff not only includes College staff, but all employees of clinics and agencies affiliated with a College clinical program or course.~~

#### ~~V. INSTRUCTOR/STAFF-STUDENT RELATIONSHIPS:~~

~~In this Section, the term "staff" shall include all College employees other than faculty/instructors.~~

- ~~A. In the instructor/staff-student context, the term harassment also has a broader impact. Since the instructor/staff-student relationship is one of professional and client, inappropriate behavior is unacceptable because it is a form of unprofessional behavior that seriously undermines the atmosphere of trust essential to the academic setting and is subject to discipline.~~
- ~~B. This Rule applies to relationships where the instructor or staff member is in a position to determine a student's grade or otherwise affect a student's academic progress or environment.~~
- ~~C. This Rule is not intended to apply when an instructor is teaching in the classroom when the subject matter taught or discussed is done in a tasteful manner and is germane to the course being taught. Nevertheless, the instructor/staff-student relationship should at all times be professional and any conduct by an instructor or staff member which unnecessarily or unreasonably creates an~~

~~intimidating, hostile or offensive academic environment in violation of the rights of others is inappropriate and unacceptable and is subject to discipline.~~

## ~~VI. RETALIATION~~

~~It is a violation of this Rule to retaliate or to take reprisal against any person who has filed a complaint or who has complained about harassment based on the fact that the employee or student raised an issue about harassment to any other person, entity or human rights agency. It is also a violation of this Rule to retaliate against any person involved in the investigation (including witnesses) of a complaint.~~

~~If any reprisals or retaliatory actions occur, they should be reported immediately. Any such reports will be investigated by the college attorney or designee. Reprisals and retaliatory actions will be dealt with through appropriate disciplinary action and steps will be taken to prevent the recurrence of harassment, reprisal, and/or retaliation.~~

## ~~VII. REPORTING, INVESTIGATION AND RESOLUTION:~~

~~Students and employees are responsible for promptly reporting harassment. The College has established the following procedure for reporting, investigating and resolving complaints of harassment and retaliation:~~

### ~~A. DUTY TO REPORT:~~

- ~~1. Complaints of harassment by students or employees are to be promptly reported to individuals designated by the President and published at the beginning of Session I of each year in the College's annual Supplement to the Faculty, Staff and Student Handbooks or such other publications as the President may determine. The complaint may be reported to any one of the individuals designated, regardless of what site the reporting person is associated with. The individual receiving the complaint shall promptly notify the college attorney.~~
- ~~2. Supervisors are to promptly report any conduct that may appear to involve harassment as provided herein.~~
- ~~3. Alternatively, complaints may be reported to the director of Equal Access/Equal Opportunity.~~

### ~~B. INVESTIGATION:~~

~~Upon receipt of a complaint, the college attorney will have the responsibility for and will direct each investigation of harassment. In directing the investigation, the college attorney may designate other persons to conduct and aid in the investigation.~~

~~Upon completion of the investigation, the results of the investigation will be submitted to the President or designee for determination of what action, if any, is appropriate. The complaining party will be advised of the results of the investigation.~~

~~C. RESOLUTION OF A COMPLAINT:~~

~~Resolution of a complaint may be accomplished in various ways. The complaint may be resolved by intervention; corrective action being taken by appropriate managers, the President or designee; or by official disciplinary procedures.~~

~~D. DISCRIMINATION GRIEVANCE:~~

~~The victim of the harassment may also bring a discrimination grievance, which shall be processed in accordance with Rule 6Hx23-1.34.~~

~~E. DUTY TO REPORT ANY RECURRENCE:~~

~~Complaints of any recurrence of conduct involving harassment or retaliation are to be promptly reported as provided herein.~~

~~VIII. FALSE COMPLAINTS:~~

~~Any person who knowingly files a false complaint of harassment or retaliation against another shall be subject to disciplinary action, up to and including dismissal.~~

~~IX. DISCIPLINE/PROCEDURE:~~

~~Remedial or disciplinary action will depend on the nature of the incident, but such discipline shall range from one or more of the following: counseling, attendance at a harassment seminar, written admonishment, suspension or dismissal.~~

- ~~A. Career service employees may be subject to disciplinary action as provided for in the Career Service Manual, Board of Trustees' Disciplinary Rule 6Hx23-2.19 relating to career service employees and/or Sections 120.569 and 120.57 of the Florida Statutes.~~
- ~~B. Administrative staff and faculty members may be subject to disciplinary action as provided Rules 6A-14.0411(4) and/or 6A-14.0411(6), F.A.C.~~
- ~~C. All instructors who violate this policy with a student presently enrolled in his/her class will be subject to discipline, up to and including dismissal, pursuant to Rules 6A-14.0411(4) and/or 6A-14.0411(6), F.A.C.~~
- ~~D. Students may be subject to disciplinary action as provided for in Board of Trustees' Rule 6Hx23-4.35.~~

~~X. REPORT OF ACTION TAKEN:~~

~~The College shall report, to the person making the complaint, the action taken by the College regarding any harassment, reprisal, retaliation or any reoccurrence thereof.~~

~~XI. CONFIDENTIALITY/PUBLIC RECORDS:~~

~~Subject to certain statutory exemptions, College employee records are generally by law subject to public disclosure upon request of a member of the public under Chapter 119 of the Florida Statutes. Records are provided only upon an appropriate request. Student identifiable records are generally protected by Florida Statutes and the Family Education Rights and Privacy Act.~~

~~XII. PUBLICATION:~~

~~The College shall publish and make available to all students and employees its Harassment Rule or pertinent parts thereof and examples of harassment, which are, prohibited conduct.~~

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

Law Implemented: 1001.64, 1012.855(2), F.S.; Civil Rights Acts of 1964 as amended; the Florida Human Rights Acts of 1977 as amended; Title IX of the Educational Amendments Act of 1972, as clarified by the Civil Rights Restoration Act of 1988; Sections 503 & 504 of the Rehabilitation Act of 1973; Americans With Disabilities Act; Age Discrimination in

~~Employment Act; Age Discrimination Act of 1975; Equal Employment Opportunity Act of 1972.~~

History:

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