

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

The Board of Trustees of St. Petersburg College met on Tuesday, November 19, 2019 at the St. Petersburg College Gibbs Campus, SS 202, 6605 5th Ave N., St. Petersburg, FL. The following Board members were present: Chair Katie Cole, Vice Chair Bridgette Bello, Deveron Gibbons, Thomas Kidwell and Trustee Nathan Stonecipher. Also present were Tonjua Williams, President of St. Petersburg College and Secretary to the Board of Trustees. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

NOTICE OF MEETING BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 9:00 a.m. on Tuesday, November 19, 2019 at the St. Petersburg College Gibbs Campus, SS 202, 6605 5th Ave N., St. Petersburg, FL. The meeting will be held for the purpose of considering routine business of the College; however, there are no rules being presented for adoption or amendment at this meeting.

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

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

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

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

19-134. In accordance with the Administrative Procedure Act, the following Agenda was prepared:

AGENDA

**ST. PETERSBURG COLLEGE BOARD OF TRUSTEES
NOVEMBER 19, 2019**

**ST. PETERSBURG COLLEGE GIBBS CAMPUS
(SS 202)
6605 5th AVE N
ST. PETERSBURG, FL
SPECIAL MEETING: 9:00 A.M.**

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS

- A. Presentation of Retirement Resolutions and Motion for Adoption
 - 1. Ms. Gwendolyn Reed (*Attending*)
- B. SPC Spotlights

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 October 15, 2019 (*Action*)

V. MONTHLY REPORTS

- A. General Counsel
- B. Palladium at SPC – Mr. Paul Wilborn, Executive Director, Palladium and Mr. Damon Dougherty, Director of Operations (*Presentation*)

VI. STRATEGIC FOCUS

A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

- 1. Strategic Plan Dash Board – Dr. Sabrina Crawford, Associate Vice President, Institutional Effectiveness and Academic Affairs (*Presentation*)
- 2. African American Male Student Success Task Force Recommendations – Dr. Joseph Smiley, Dean, Social and Behavioral Sciences and Human Services and Dr. Mark Strickland, Provost, Seminole Campus (*Presentation*)

VII. CONSENT AGENDA

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- A. OLD BUSINESS (items previously considered but not finalized) - None
- B. NEW BUSINESS
 - 1. Workforce and Professional Development Curriculum Changes (*Action*)
 - 2. ADMINISTRATIVE MATTERS
 - a. Human Resources
 - i. Personnel Report (*Action*)
 - 3. GRANTS/RESTRICTED FUNDS CONTRACTS
 - a. Florida Department of Economic Opportunity – Florida Job Growth Grant Fund, Workforce Training (*Action*)
 - b. Community Foundation of Tampa Bay (*Information*)
 - c. National Science Foundation – Louis Stokes Alliance for Minority Participation (LSAMP) Bridges to Baccalaureate (B2B) Program (*Action*)
 - d. City of St. Petersburg – Educational and Entrepreneurial Training Program (*Action*)
 - 4. Other
 - a. Spot Survey #2 Version 9, Amendment to the current Education Plant Survey, Recommendation #15.007, for New Construction of shelled out space at the Downtown Center, Facility #501 (Site 15) (*Action*)
 - b. Lease Agreement between St. Petersburg College and ANF Services, LLC (Nature’s Table, Inc.), for a lease of space at the St. Petersburg/Gibbs Campus (*Action*)

VIII. INFORMATIONAL REPORTS

- A. Direct Support Organization
 - 1. Leepa-Rattner Museum (LRMA) (*Information*)
 - 2. Institute for Strategic Policy and Solutions (*Information*)
 - 3. St. Petersburg College Foundation (*Information*)
- B. Palladium at St. Petersburg (*Information*)
- C. Operating Budget Report (*Information*)

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

X. PRESIDENT’S REPORT

XI. NEXT MEETING DATE AND SITE

December 17, 2019, EpiCenter, Collaborative Labs

XII. ADJOURNMENT

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

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

***No packet enclosure**

Date Advertised: November 8, 2019

19-135. Under Item I, Call to Order

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

19-136. Under Item II – Recognitions

- A. Presentation of Retirement Resolutions and Motion for Adoption
 - 1. Ms. Gwendolyn Reed (*Attending*)

Dr. Williams recommended adoption of retirement resolutions for Ms. Gwendolyn Reed who was joined by family and colleagues and received her resolutions as presented by Chair Cole and President Williams.

- B. SPC Spotlights

Dr. Williams shared that SPC was awarded Chapter of the Year with AFC with the state of Florida. SPC was also recognized by the Conference in many other ways as well, including as one of the most growing in membership with the Association of Florida Colleges, which was humongous.

Dr. Williams noted that Financial Assistance Services has one of three Exemplary Practice Award finalists from the It's My Future initiative.

Dr. Williams reported that Mike Bennett and Lee Ann Wolfenden will present at the National Commission.

Dr. Williams shared that Public Policy student Andrew Davis was invited to speak about his experience as a Bright Futures student at the annual AFC conference that took place in Innisbrook.

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Dr. Williams related that for National Apprentice Week last Friday, SPC had 150 businesses, students, and community partners dealing with IT demands across the region; Tech Data played a big role.

Dr. Williams recognized Trustee Stonecipher for hosting at Green Bench Brewing on November 1st. The Career Service Department hosted the Florida Association of Colleges and Employers in a 2019 conference at the Seminole campus.

Dr. Williams noted that HEC was awarded the Gold level certificate by the Florida Business Case for Breastfeeding and being kind to women and providing those services for them.

Dr. Williams stated that the Model UN traveled to Geneva, Switzerland to compete in the World Federation and the team captured the Best Small Delegation award and four of the twelve individual awards at the conference. They also traveled to Washington to compete in the National Conference and won the Outstanding Delegation award, among other awards; Dr. Williams said that she would email a list of the rest of the awards.

Dr. Williams shared that The Kresge Foundation granted SPC \$50,000 for advancing student transportation solutions.

Dr Williams commended the HR team for doing a great job with open enrollment and benefits; they got it done in a timely manner without complaints.

Dr. Williams shared that SPC celebrated Spirit Week, which was amazing; Dr Williams played in a kickball game at Seminole. She stated that it was an opportunity for the College to celebrate.

19-137. Under Item III, Comments

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

Chair Cole thanked the faculty and staff on the Gibbs campus and especially at the Collegiate High School. She stated that it is always one of her favorite meetings to come to the Gibbs campus because the students are so enthusiastic.

Chair Cole noted that it was wonderful to see the St. Pete College representatives at the YMCA Mayor's Breakfasts, both in St. Petersburg and in Clearwater. Dr. Williams prayed at the Clearwater breakfast over the educators and students in the community, and she did a wonderful job as always.

Chair Cole acknowledged SPC's Public Policy students. She noted that in her job, she spends a lot of time having public hearings and City Commission and City Council meetings, and it never fails that at these meetings one of St. Pete College's Public Policy students is there to speak. She shared that she learned a while ago that this is one of the requirements for class, and they each do

a nice job coming to the City Council or City Commission meetings and speaking on something on topic on the agenda. It always makes her proud that they are there.

Chair Cole reminded the trustees that a few months ago, SPC amended Dr. Williams' contract because for her deferred compensation provision, there was a plan specified in her contract that she did not want to have to be locked into, so SPC made that change in her contract. One of the reasons that plan was not good for Dr. Williams is it requires mandatory distributions every three years. This is the third year of her contract, and so there is a mandatory distribution to Dr. Williams that is part of what is supposed to be deferred compensation. The plan that was chosen has required that distribution. It has now been adjusted so in the future she will not receive those distributions every three years.

Chair Cole informed the trustees that December 14th is Winter graduation, and SPC has three graduation services. She noted that the trustees need to be very intentional about which of the five of them are going to be there collectively or independently. Chair Cole apologized once again that her daughter's state gymnastics meet is that weekend, so she may not be able to attend depending on the competition schedule.

Trustee Gibbons asked what the times of the graduations are.

Dr. Williams responded that the graduation times are 9:00 a.m., 12:00 p.m., and 3:00 p.m.

The Trustees determined which graduation times they would attend. Trustee Stonecipher will attend 9:00 a.m. and 12:00 p.m. Trustee Gibbons will attend 12:00 p.m. and 3:00 p.m. Trustee Kidwell will attend 9:00 a.m. and 12:00 p.m. Vice Chair Bello will attend 12:00 p.m. and 3:00 p.m.

Trustee Gibbons suggested that graduations should be held on an SPC campus, perhaps outside.

Dr. Williams stated that the College has tried to avoid holding graduation outside.

Trustee Kidwell shared that he had the pleasure of touring the Leepa-Rattner Museum a couple of weeks ago; he thought the museum and the staff were great. Trustee Kidwell attended his first Leepa-Rattner board meeting a week later. He stated that they have their stuff together and that he will be buying a membership soon.

Trustee Stonecipher stated that he was with Mr. Kidwell for that tour. He was sad to say he had not been there in about three and a half years. He opined that the Leepa-Rattner Museum is fantastic, but it is unfortunately a hidden gem in the community; however, he thinks SPC is moving in the right direction there, and he is excited to hear some of the plans SPC has to make sure there is more of a focus on what that museum contains and some of the programming that they have there. He also thinks what it brings to the North county as far as the arts and culture is extremely impressive and it should be a tourist draw in the Tarpon Springs area at the very least. He thinks they are moving in the right direction there. He stated that the tour was great and that he is glad it is part of the St. Pete College facilities.

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Trustee Stonecipher noted that SPC had a Foundation workshop. He thanked Jesse Coraggio and Mike Carroll for putting that together. SPC had quite a few Foundation board members there and it was a few hours together where SPC could work on what makes SPC the most effective and efficient as a Foundation board, and what does that look like as SPC interacts in the community, and how does SPC use the gifts that SPC has to make sure the College has what it needs. Trustee Stonecipher stated that he looks forward to his first Foundation board meeting this Thursday.

Vice Chair Bello encouraged everyone to find the opportunity to see Dr. Williams as a keynote speaker. She shared that Dr. Williams keynoted the Spring breakfast and there was not a dry eye in the house; everyone laughed, everyone cried, and everyone experienced every emotion during the speech. Vice Chair Bello opined that Dr. Williams did an amazing job not only representing the College but telling her story.

Dr. Williams thanked Vice Chair Bello.

Vice Chair Bello shared that she recently learned via Facebook that Dr. Williams is going to be a Woman of Distinction for the Girl Scouts, which is a really big honor.

Chair Cole recognized Mike Carroll, the current Foundation president, who was in attendance, because he truly is a wonderful part of the St. Petersburg College family. She noted that he is taking a class this semester at the Gibbs campus. She thanked him for everything that he is doing for the College.

Dr. Williams echoed the recognition of Mike Carroll's leadership and the Foundation support. She was very shocked to know when Mr. Carroll said he wanted to experience the student experience, and so to do that he took a class. She opined that it shows the dedication and also shows the Foundation support of the College and their participation in what SPC is doing and providing that support.

19-138. Under Item IV, Review and Approval of Minutes

The minutes of the October 15, 2019 Meeting of the Board of Trustees of St. Petersburg College were presented by the chair for approval. Trustee Gibbons moved approval of the minutes as submitted. Trustee Stonecipher seconded the motion. The motion passed unanimously.

19-139. Under Item V, Monthly Reports

Under Monthly Reports

- A. General Counsel – None
- B. Palladium at SPC – Mr. Paul Wilborn, Executive Director, Palladium and Mr. Damon Dougherty, Director of Operations (*Presentation*)

Mr. Wilborn noted that it has been 12 years since the College and Palladium came together and also 12 years since he has had a job with the Palladium. He stated that it has been a wonderful experience. He expressed his gratitude to Mr. Dougherty, noting that he was on the committee that hired him.

Mr. Wilborn shared that the Palladium has a really unique mission. The Palladium was created to be a professional and affordable venue for the community. SPC added a lot of wonderful events to that; for example, last night two SPC groups had breathtaking rehearsals there. The Palladium saw their mission as to be local, and SPC expanded it to support performing artists, the best talent in the community. The Palladium does not think a community can be an arts community unless they support the artists and performers who live in the community. The Palladium is often the first place where a lot of these performers have a ticketed event, and they become part of the family and get to do wonderful things.

Mr. Wilborn presented the history of the Palladium. SPC built all these performing arts centers in the 1980s and 1990s, and quickly the community realized no one could afford to do a show there if they were a local organization. So, some wonderful philanthropists – the Hough family, the Stavros family and many others in St. Petersburg – with their own money bought the old 1925 church. They spent a million dollars to redo it, and they ran it from 1998 until 2007 when through a wonderful deal the Palladium became part of St. Petersburg College with no debt and a \$5M endowment was created. Mr. Wilborn stated that the Palladium has continued to take that mission seriously.

Mr. Wilborn shared a list of artists who have performed at the Palladium, including Billy Joel. He noted that the Palladium is the home for all sorts of performances, from names big names to kids from St. Pete dancing in the Nutcracker. The Palladium tried to keep that tradition going while adding a lot of things that make the balance sheet work.

Mr. Wilborn next shared a list of community partners, noting that there are many more not included on the list and that pretty much all non-profits or arts organizations in the Tampa Bay area have partnered with the Palladium. For example, just in the last 10 days, the Palladium partnered with the Carter Woodson Museum on a program of black classical music, with the Warehouse Arts District on a tribute to Toni Morrison, with Preserved the Berg to present one of the nation's top experts on creating livable cities, and the Palladium crowned Miss St. Pete; that was just half the events the Palladium did last week.

Mr. Wilborn acknowledged Mr. Dougherty, who really professionalized the tech crew. Additionally, he took over the rental business and has built out that core of the business in a credible way. He also teaches for SPC.

Mr. Dougherty presented on the Palladium's role in economic mobility and academic excellence. The Palladium hosts interns that are in the MIRA program who are working on a Production degree. They do 60 hours of internship, each student over the course of a semester. Since 2010, the Palladium has had over 300 interns who have earned 14,000 hours of internship credit at the Palladium working alongside local and touring professionals on nearly every play and event. Students gain insight into a business that is based on creativity, and they gain the skills to enter

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the workforce and enjoy an enhanced career trajectory because of the wide variety of experiences that they get with the Palladium. The Palladium hosts about 200 public events a year.

Mr. Wilborn added that many current Palladium employees were former MIRA students.

Mr. Dougherty added that Palladium interns also work for many local media organizations, including iHeartRadio and Cox Media. Additionally, many start their own entrepreneurial or freelance business.

Mr. Wilborn discussed the revenue growth of the Palladium. The Palladium was a very small business when SPC took it over, and it has shown really steady and solid growth in revenues. Mr. Wilborn noted that the revenues really represent direct earned revenues; money passes through the Palladium through ticket sales, and that money is not even reflected in the number presented. The budget has grown substantially every year; Mr. Wilborn thinks the only thing that might limit future growth is there are not enough months in the year.

Mr. Wilborn shared that one reason the Palladium was handed over to the College was the founders had not quite figured out how to make it go, and they were running a pretty serious deficit. That is why the endowment was created, and in the early years the College absorbed some of that deficit. The Palladium worked with Dr. Williams in her former position to figure out how to erase that deficit. Some of it was the community finding the Palladium and knowing what the Palladium had done, but some of it was changes to the staffing model, changes to the price structure, changes to the service fees and concession sales. All those things together have led the Palladium to have continued years of profitability. While the 2008 recession slowed down the entertainment business, the Palladium emerged from that recession to be solidly in the black. Mr. Wilborn sees no change in that for the foreseeable future – the endowment is very well invested by the Foundation and the Friends at the Palladium account, which is the fundraising account, is at record levels right now. He noted that the Palladium partners with the Foundation in so many ways. He is excited about the future and does not see the positive financial situation changing.

Mr. Wilborn shared that the Palladium is in the most competitive performing arts market in the country. The area has three major performing arts centers competing for talent, and lots of smaller new ones coming online, like the State Theater and others who are directly looking at taking business from the Palladium.

Mr. Wilborn reported that the Palladium has made a lot of improvements over the years, but they need to spend some money on the main hall. The seats are not very comfortable – they are from the 1920s and were initially intended for a church.

Mr. Dougherty shared that one frequent complaint is the comfort of the seating and also the sight lines in the room, particularly for things like dance or the orchestra. Those are the first things the Palladium really wants to take care of and improve – to make sure that every patron gets a hundred percent of the show.

Mr. Dougherty also noted that the acoustics are another important factor. The church was designed for one type of sound, while the Palladium does both acoustic and electric concerts. Florida Orchestra and St. Petersburg Opera both need acoustic sound, but a lot of the business is now electric concerts. The Palladium needs to make sure that the sound is appropriate for all performances. To do that includes building out a room to make the actual construction help with the sound. The sound system in the hall was purchased brand new about ten years ago, which gave the Palladium the liftoff into good business, but it is about ten years old now and just like laptops and any technology, it starts to become antiquated and the manufacturers no longer support fixing the gear. Therefore, the Palladium needs to make some adjustments to the sound systems and the overstage systems, including electrics and rigging, need to be professionalized so that the Palladium can do a wide variety of things from day to day. The Palladium is doing wildly different types of events and they need to be able to do that professionally and quickly.

Mr. Wilborn stated that Mr. Dougherty and he are not at the Board meeting to ask for money; he noted that the College has been a great and generous supporter. Mr. Wilborn shared that the Palladium is going to launch, probably in the Spring, a major fundraising campaign. They have gotten some great pledges already and they hope to be able to make these improvements with their own raised money. They may come to SPC for a small donation, but they are not going to be asking the College for major support at this time. He thinks the Palladium can do this alone with help from Jesse Turtle and the Foundation.

Trustee Gibbons asked how much the renovation will cost.

Mr. Wilborn replied it will be in the range of \$1-1.5M. He added that seats alone are about \$500,000 just to purchase, not including installation. He noted that anything one does in these kinds of places is expensive. He shared that he was just at the Tampa Theater where they had to raise \$6M because their building was falling apart. He noted that that College has been a great steward of the building – the building is secure, it is solid, all the electrical and air conditioning systems are working well. The short-term costs would probably be around \$1.5 million on the low end and the high end would be maybe \$3M.

Mr. Dougherty added that these are phased renovations.

Trustee Gibbons noted that St. Pete has become a mecca for arts. He opined that all the area arts venues should be looking at the economic impact to the county and the city, so that when SPC invests in them, they can see the future economic impact. He stated the importance of showing investors and the boards that the investments will get a return. He added that the state and a lot of other people would look at that in a good light. He noted that it would help Mr. Turtle, the Palladium, and the Board to show that there is a plan of action. He also stated it would be helpful to be able to show the City, when asking for things, what SPC has already done. He stated that he would like the Board to help with this plan.

Trustee Stonecipher thanked Mr. Wilborn and Mr. Dougherty for their leadership. He stated that the Palladium downtown in St. Petersburg is a fantastic asset for the City. He specifically noted that he has known Mr. Wilborn for years and that he sees him out everywhere as a member of the

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community. He added that every time he sees Mr. Wilborn, he overhears him talking about the Palladium and that his passion just bleeds through. Trustee Stonecipher also acknowledged and thanked Mr. Dougherty, who he does not know as well. He thanked Mr. Wilborn again for his vision and for making that vision a reality and introducing people to the concept of what the Palladium is and can be. Trustee Stonecipher opined that the Palladium can be even better.

Mr. Wilborn stated that without the College underpinning it with the deal that was struck that put the endowment in place and the other things that the College did early on and continues to do for the Palladium, he would not look as smart or successful. The Palladium is really able to be successful because of the underpinning of the College. He again expressed his gratitude to the College.

Trustee Gibbons commended Mr. Wilborn for successfully working with nonprofits. He noted that there are so many nonprofits that want to use the Palladium, and Mr. Wilborn is so respectful and always trying to find a way to work with them. He added that is a big part of what the College is doing, and he thanked Mr. Wilborn and his staff for doing so on a regular basis.

19-140. VI – STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

1. Strategic Plan Dash Board – Dr. Sabrina Crawford, Associate Vice President, Institutional Effectiveness and Academic Affairs (*Presentation*)

Dr. Crawford presented about the monthly dashboard for the month of November. She began with recruitment: increase in new students enrolled is down -1.1% (which is actually where SPC was last month), which equates to \$770,000 in tuition down right now.

Dr. Crawford stated that Workforce Institute has been increasing month-over-month, with a +55% increase, which equates to \$100,000 of increased revenue. She reminded the Board that this number has been going up and down, so this is a really positive trend for the Workforce Institute.

Dr. Crawford shared the increase of admissions applications, which is down -1.8%, which is actually 2% better than last month. Although it sounds like SPC is down in revenue, which they are, the College still has some time to make it up, and SPC is doing quite a few things at this point to try to remedy the situation.

Dr. Crawford pointed out that Learning Resource Center usage is still up; it is not as up as it was in the very beginning of this semester. She noted that it is kind of midway and that another jump of this is anticipated as students move into final exams.

Dr. Crawford shared that events attendance has shown a large increase, which is because the Career and Academic Communities have begun their week-long events, and students are definitely attending these events in bigger numbers than they ever have in the past. This is great

for students because SPC know that students who attend these events have a 10-point increase in their success rate.

Dr. Crawford stated that the withdrawal rate is still down – it is down -3.8%. She noted that it is not the crazy number that the Board saw last month, but rather more in the direction of where SPC is trying to head towards the end goal of being down 5% for the term.

Dr. Crawford highlighted faculty participation under Learning Experience. Professional development still shows an ongoing increase. SPC is doing weekly webinars and many different things through CETL, where faculty have a chance to be involved in different professional development opportunities.

Dr. Crawford reminded the Board that SPARC usage was actually down last month, but SPC was just starting a week-long faculty tools push. It was a dramatic push, showing an increase of 42.5% for this month; that probably equates to the reason why SPC is down in the learning management email usage – students are not as interested in getting their emails through the learning management system; they are more interested in getting other forms of either text communication through SPARC or through their regular email accounts.

Dr. Crawford shared that under Resource Alignment, SPC does not have a change this month in grants, but there is a change in non-state revenue; this is the revenue streams that SPC has some control over that they are trying to track right now. Non-state is up \$10M for this month, which will actually be \$12M at the end of the month after SPC finalizes all the books. She noted that this shows a good progress towards the overall goal. The Titan Fund is the fund that allows SPC to utilize funds, and it is non-allocated, and allows for some flexibility. The Titan Fund is up +11.9%. Dr. Crawford reminded the Board that the Foundation has challenged the community to raise \$30,000, and if the community does that, then the Foundation will match \$30,000. Right now, the funds raised are just under the halfway point, about \$14,000. The community has until the end of December to make that matching amount. Dr. Crawford noted the Tuesday after Thanksgiving is Giving Tuesday, and the College will do a big push on that day for SPC to try to meet that \$30,000 goal.

Chair Cole reminded the Board that if there are statistics or trends that they want to see modified or explained differently, it is a work in progress. She noted that Dr. Crawford chose what she thought could be good snapshots to show how SPC is reaching their ultimate goals, but if there are other things, she certainly wants to provide those to the Board.

Vice Chair Bello pointed out a typo under revenue – the second instance of ‘budgeted’ should read ‘actual.’

Vice Chair Bello asked if Dr. Crawford can write posts for a social media push for Giving Tuesday.

Dr. Crawford responded in the affirmative.

3. Joseph Smiley, Dean, Social and Behavioral Sciences and Human Services and Dr. Mark Strickland, Provost, Seminole Campus (*Presentation*)

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Dr. Smiley presented the African American Male Student Success Task Force Recommendations. He reminded the Board that the Task Force was changed to: (1) Review and assess the climate of past and current initiatives for African American males; (2) Identify and review opportunities and challenges at SPC for African American males; (3) Develop and implement recommendations, principles, strategies, and programs, both short-term and long-term, for improving the success and retention of African American males and identify those who will be responsible and accountable for the same.

Dr. Smiley provided some background about the principles of the Task Force, which undergirded each meeting. Based on Dr. Luke Wood's research, the college culture must reflect the four elements of success for African American male students. It is for them: (1) To be supported from every aspect and corner of the College; (2) To experience authentic care; (3) To be challenged with rigorous coursework, to think critically and creatively, and to learn how to apply critical concepts; (4) To experience high expectations and know that faculty believe in their ability to succeed.

Dr. Smiley reminded the Board of the goal of the Task Force: To close the success rate achievement gaps and to accelerate the overall academic achievement for African American male students. He also reminded the Board of the task of the Task Force: To identify the research-based determinants for African American male achievement and recommend sustainable, systematic solutions for improving success, retention and completion.

Dr. Strickland shared the Task Force recommendations. (1) Resurrect and implement a Brother-to-Brother type program at all campuses. (2) Develop an onboarding network and Mentoring program to support early intervention, success, and develop a sense of belonging for First-Time-in-College African American males. Dr. Strickland suggested Board members may consider serving as mentors. (3) Provide mandated professional development for all faculty and staff focused on cultural competency with a special focus on working with African American males. Dr. Strickland announced that Dr. Bennett will be holding a webinar with the Brother-to-Brother graduates on December 5th at 12:30 p.m. (4) Develop a comprehensive Learning Resources Outreach Initiative, which Matthew Bodie and the Learning Resources team began over the summer with some modest gains, particularly that 75 more African American males with a GPA of 2.49 or lower visited Learning Resources. There have also been less term withdrawals.

Dr. Smiley continued with the recommendations. (5) Hire a Director of Diversity and Inclusion Officer whose primary responsibility is to build a pipeline for the community to support African American males and other minority initiatives including mentoring, partnerships, and financial support. This commitment must integrate the non-profit, faith-based, and corporate communities in providing wrap-around services to African American males. (6) Form a working group to develop and implement strategies for improving success rates in Gateway courses. The gap for those who are African American male versus all students is about 24%, which shows a disparity. Joint efforts on this have already started. (7) Expand targeted recruitment of faculty and staff who represent the population of Pinellas county, with particular emphasis on increasing the number of

African American male faculty. He noted that 14.9% of students at SPC are African American, while 9.9% of faculty are African American.

Dr. Strickland continued with the recommendations. (8) Build a pipeline for the community to support African American male initiatives including mentoring, partnerships, and financial support. SPC has already heard from members of the community who are interested in helping. He noted that the Task Force must work with Jesse Turtle and the Foundation.

Dr. Strickland shared the recommendations budget. He acknowledged \$689,000 is a big ask; however, he noted that the number is for the 2021 fiscal year. He hopes this will be an item of discussion at the Board workshop in December.

Dr. Strickland explained that the resurrection of the Brother-to-Brother program includes the model that is similar to the WOW program. Currently, there is a coordinator of WOW and an advisor. He noted the request is very much in line with what WOW does.

Dr. Strickland pointed out that not all of the requests have a budgetary request for a monetary amount; some of this work will continue to be done without the request of money.

Dr. Strickland highlighted the fourth budget request item: Develop a comprehensive Learning Resources Outreach Initiative. He stated that Matt Bodie and the Learning Resources team have been operating on a shoestring budget, and the \$62,000 request is to assist and continue the work that they are doing within Learning Support.

Dr. Strickland reiterated that the hiring of a Diversity and Inclusion Officer should be a priority for SPC because organizations of the same size throughout the country all have that position.

Dr. Strickland thanked the Task Force and noted that it was a well-rounded group of individuals that were committed to the cause. He announced that he is taking applications for any additional people that want to jump on this committee because the work is not done.

Chair Cole thanked the presenters.

Trustee Gibbons commended the presentation. He asked when the committee meets.

Dr. Smiley stated that the committee has met six times. The committee will meet in two weeks to finalize their report to Dr. Williams, which will be made available to the Board. Dr. Smiley said that he will submit the dates that the committee will meet going forward at that time.

Trustee Gibbons asked if the committee will still be meeting after submitting the final report.

Dr. Smiley confirmed that the committee will still be meeting after submitting the final report.

Trustee Gibbons stated that he will join the committee after the report is submitted.

Drs. Smiley and Strickland thanked Trustee Gibbons.

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

Chair Cole addressed the Board's upcoming planning. She noted that the number one thing to look at is improving student success. She opined that Drs. Smiley's and Strickland's recommendation really apply student-body wide in terms of total student success. She reminded the Board that the Board challenged the College administration to identify the largest group to address and the tactics to take in terms of student success and closing the success gap. She noted that the College should look at the tactics to close the African American male success gap and explore how to apply those holistically to the student body. For the purpose of the budgetary requests, she recommended the Board wait to have those discussions, but she recommended that discussion regarding the committee's work and how it fits in overall would be appropriate to have at this time.

Trustee Stonecipher thanked the committee and opined that great things will come of their work. He noted that many of the recommendations will understandably take a while to phase in; however, some of the recommendations can and should be implemented quickly.

Trustee Stonecipher stated that he was happy to hear the four points made at the beginning regarding the College culture supporting African American males, African American males experiencing authentic care, being challenged, and experiencing high expectations; he thinks these points are critical. He reinforced that SPC is in no way wanting to lower the bar; if anything, SPC wants to set the bar higher because that is what students deserve.

Trustee Stonecipher opined that the committee is heading in the right direction and that some of the recommendations will be more difficult than others to get done.

Trustee Stonecipher asked if the committee has fleshed out what the role of the Director of Diversity and Inclusion would be and if the role would be focused on just African American males or on diversity and inclusion overall.

Dr. Strickland responded that the position would be focused on diversity and inclusion overall. He noted that there are several good examples of institutions that have this position and there are also similar positions outside academia to reference. The position has to do with teaching pedagogy and making sure faculty and staff are trained. He stated that there is a lot of good information out there to follow.

Trustee Stonecipher pointed out that the College needs to define what they mean by diversity so that everyone will be on the same page.

Dr. Williams shared that SPC is currently working with Achieving the Dream on equity and inclusion, which is above and beyond minority equity. It is equity of thought, it is working with people from the LGBTQ community, being collaborative and engaging, and making sure that individuals who have accessibility issues have what they need; it expands farther than just the ethnicity component. In February, the Achieving the Dream coach for equity will be on campus, and that person can definitely work with the committee and with Dr. Williams as they create this role. This person can also help SPC define what diversity really means at the College.

Dr. Williams noted that SPC has equity as a value, but there has not been a collegewide training on equity and how SPC will create that community of care when it comes to different ideals and groups and individuals. She likes that the committee put that as a mandatory training because if SPC is going to create a community of care, they cannot overlook equity. If SPC is going to make a difference in the lives of not just African American males, but also Hispanic students and African American females who are also struggling, they must focus on equity and do the work once the Board provides approval.

Vice Chair Bello asked if the committee has tried to get any national grants, as this is a national issue.

Dr. Strickland acknowledged that this is a valid point. He recognized Katie Schultz for all the grants she is able to pull into the College. However, grants are not always sustainable; he pointed out that the College used to have grant-funded positions that were phased out over time.

Dr. Williams added that SPC did get a grant to assist with African American males.

Dr. Katie Shultz clarified that receipt of the grant, while likely, is not official. She stated that Dr. Strickland made a good point. Grants are good for jumpstarting an initiative, but they are not sustainable. The grants are more focused on support services, such as tutoring and laptop lending.

Dr. Williams added that the College needs to look at high-impact practices. She pointed out that Dr. Smiley used Dr. Woods' work, which is a national initiative for African American males.

Dr. Williams stated that she believes she shared some of the national materials that Vice Chair Bello brought her with the committee.

Dr. Williams noted that with grants, one must have a way to phase the initiative in after the grant ends.

Dr. Schultz stated that the grant SPC received from the Kresge Foundation is specifically focused on transportation barriers for minority students. SPC is looking for grants that offer solutions to specific problems, not just grants to add money generally.

Vice Chair Bello opined that it will be easier to phase \$100,000 at a time over a couple of years than to find \$700,000 in next year's budget. Even if it is not sustainable, she recommends looking for every opportunity to help SPC ease into the spend.

Dr. Williams agreed with Vice Chair Bello's remarks.

Chair Cole thanked everyone on the committee.

Chair Cole emphasized the importance of having the Board set priorities in December so that when the budget cycle is being developed in the Spring, they are not guessing. She recognized

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

Jesse and his team for looking at this more holistically, with the budget, Foundation, and grants teams working together to provide solutions.

19-141. Under Item VII – CONSENT AGENDA

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

The Board considered Personnel Items VI – B1.-B.4b. Ms. Bello moved approval. Mr. Stonecipher seconded the motion. The motion passed unanimously.

B. NEW BUSINESS

1. Workforce and Professional Development Curriculum Changes (*Action*)

2. ADMINISTRATIVE MATTERS

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

3. GRANTS/RESTRICTED FUNDS CONTRACTS

- a. Florida Department of Economic Opportunity – Florida Job Growth Grant Fund, Workforce Training (*Action*)
- b. Community Foundation of Tampa Bay (*Information*)
- c. National Science Foundation – Louis Stokes Alliance for Minority Participation (LSAMP) Bridges to Baccalaureate (B2B) Program (*Action*)
- d. City of St. Petersburg – Educational and Entrepreneurial Training Program (*Action*)

4. Other

- a. Spot Survey #2 Version 9, Amendment to the current Education Plant Survey, Recommendation #15.007, for New Construction of shelled out space at the Downtown Center, Facility #501 (Site 15) (*Action*)
- b. Lease Agreement between St. Petersburg College and ANF Services, LLC (Nature's Table, Inc.), for a lease of space at the St. Petersburg/Gibbs Campus (*Action*)

Chair Cole noted that informational reports are in the Board members' packets. She thanked the Palladium again for their report and Trustee Kidwell for his update about the Leepa-Rattner Museum.

Chair Cole pointed out that the budget is on track.

Dr. Williams noted that the College budgeted to be flat this year, and it is \$770,000 below flat. She shared that she met with administrators yesterday to review strategies to make sure they are

catching up with that. She stated that she will make sure to point out any anomalies in the budget so that the Board is fully aware.

Chair Cole confirmed that it is primarily driven by enrollment at this point. She asked if it is one of the cycle things that the Board will see as enrollment picks up for Spring.

Dr. Williams responded that is the plan. She opined that the best way for enrollment to really skyrocket is for the College to focus on more vibrant and new programs that the workforce needs. She noted that there is some work to do in that area to ensure the College is on the cutting edge of those programs. She stated that the deans are working diligently to make that happen. She added that SPC is moving some bachelorette programs through the approval process and workforce is working very diligently.

Vice Chair Bello asked if that could be the next monthly report.

Dr. Williams replied that SPC can certainly bring more detail.

Chair Cole noted the next report would not be until January.

Dr. Williams stated that she could send Vice Chair Bello something in writing.

Chair Cole asked if, in addition to the operating budget, the information report could also include the PowerPoint slides that Ms. Hunt used to share.

Dr. Williams replied in the affirmative.

Chair Cole reminded the Board that if they ever want the budget to be presented at the Board meetings, that is possible.

Vice Chair Bello confirmed that the budget is \$770,000 below flat and suggested that the Board go back to the monthly update.

Dr. Williams stated that the update is not what will make the College move forward; it is the work that the College needs to do. She added that she is making sure the Board is aware of where the budget is and what the plan is, and she wants the College family to understand that SPC needs to get moving.

Chair Cole pointed out the Dr. Crawford highlighted the budget in her report. She suggested perhaps it needs to be highlighted differently.

Vice Chair Bello stated that the Board members need to know the numbers in case they get asked about it by a legislator.

Dr. Williams asked if the Board will be amenable to Dr. Williams bringing the budget information forward in lieu of a monthly presentation. She stated that she did not share the plan with the Board, but that there is a plan and she will share it.

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

Chair Cole suggested that budget information could be added on the dashboard under Resource Alignment. She opined that along with the PowerPoint graphs it would help visually highlight the information. She stated that a discussion about the plan will take place in January.

Dr. Williams added that SPC also brings enrollment information in January.

Dr. Williams confirmed that budget information will be added to the dashboard and that the budget snapshots previously provided will be included in the informational packets.

Chair Cole noted that some budget issues are cyclical.

Trustee Gibbons suggested noting cyclical or timing issues on the informational material.

19-142. Under Item VIII, Informational Reports

A. Direct Support Organization

1. Leepa-Rattner Museum (LRMA) (*Information*)
2. Institute for Strategic Policy and Solutions (*Information*)
3. St. Petersburg College Foundation (*Information*)

B. Palladium at St. Petersburg (*Information*)

C. Operating Budget Report (*Information*)

19-143. Under Item IX, Proposed Changes to BOT Rules Manual – Public Hearing - NONE

19-144. Under Item X, President's Report

Dr. Williams shared that the Governor's budget is out and that the House and Senate budgets will be out soon.

Trustee Gibbons confirmed that the House and Senate budgets will be out within a week or two.

Dr. Williams stated that for the state colleges, the Commissioner has been working with the Chancellor on a funding model that is based on growth. The College is in favor of the plan, along with most of the other colleges.

Dr. Williams noted that the unique thing about the plan that is being proposed is that it appears this year, all colleges will be made whole; next year, if the College does not grow, they lose.

There are two models: a growth model and a performance model. On one end, a college gets more money based upon how many new programs, new number of students, new things they do this year. The legislature is going to catch everybody up on the growth model. The other model is performance based on how many students complete and how many students get a high-wage-paying job.

Dr. Williams stated that SPC does well on the high-wage-paying jobs but does not do well on student completion. SPC is also not doing what they need to do on recruitment. SPC has a new recruitment plan that was presented to Dr. Williams yesterday. SPC believes they have captured a new way of doing some things and are working with marketing to move forward. With the state funding, SPC will have to grow and will have to help students complete.

Dr. Williams noted that the plan has not been totally approved by the Senate or the House, so SPC does not know where they will land yet. The session starts in January.

Trustee Gibbons confirmed that the session starts the second week of January.

Dr. Williams shared that the trustees and she will be spending a lot of time in Tallahassee. She invited Mr. Carroll and Jesse and his team to join them.

Dr. Williams stated that the College has two asks right now. The College is trying to grow the Nursing program, which requires increasing the simulation lab. This will allow the College to use human patient simulators instead of fighting for clinical space in the hospitals. It will allow the College to expand Nursing, possibly with evening programs, to fill the vacant positions; BayCare currently has about 400 vacant nursing positions. This plan meets the Governor's workforce growth plan. It also meets the needs of the community.

Dr. Williams reported that the College is also working with the commissioners on how to improve the workforce program at Tarpon; that is the second ask.

Dr. Williams shared that the second meeting on the P3 partnership concept for HEC is upcoming, which is another legislative piece.

Dr. Williams stated that the earliest SPC can have graduation in the Spring is May 19, which is a Tuesday. Graduation is usually a week or two sooner, but Tropicana Field is unavailable. May 19 is a scheduled Board meeting date. Dr. Williams asked the Board if they would be willing to change the meeting date to May 12.

The Board agreed.

Trustee Gibbons warned the Board that the legislators did not do much during committee weeks, which means they have a lot of time on their hands to come up with dumb bills. He stated that many people are nervous and that SPC needs to be very mindful and careful and have someone reviewing all educational policy and bills on a weekly basis, because it will be a short window. Since very few bills have gone through the committee process, they will be moving at warp speed. He added that a lot of work will be done by staff and lobbyists.

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

Dr. Williams stated that the budget requests are already in.

Trustee Gibbons advised following up on the budget requests with the Senate President and leadership.

Chair Cole announced that the next meeting will be December 17th at the Collaborative Labs for the strategic focus planning. It will be a two-hour plan that will look at the third year of the three-year plan.

19-145. Under Item XII, Next Meeting Date and Location

The Board confirmed its next meeting date and location as Tuesday, December 17, 2019, 9:00 a.m., at the EpiCenter, Collaborative Labs

XII. ADJOURNMENT

Having no further business to come before the Board, Chair Cole adjourned the meeting at 10:24am.

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

Katherine E. Cole
Chair, Board of Trustees
St. Petersburg College
FLORIDA

Attachments
Board Memos and
Supplemental
Materials

Board of Trustees Meeting
December 17, 2019

Initials:

V- B. Palladium at St. Petersburg College



Palladium at SPC: A 12-year-success story

PRESENTING:
Paul Wilborn
Damon Dougherty



Mission Statement

- Present and produce a schedule of innovative arts performances and events
- Provide a full-service, affordable rental facility for artists, producers and community organizations
- Nurture relationships through partnerships with established and emerging local artists and cultural organizations that use the Palladium as a venue for artistic growth
- Showcase selected programs of St. Petersburg College

Initials:

History

- Established in 1998 by a group of arts philanthropists
- Became a part of St. Petersburg College in 2007
- Serves all of Tampa Bay, adding college functions where appropriate



Initials:

Profile Artists

Billy Joel • Taj Mahal • [Bettye LaVette](#) • Dr. John • [The Florida Orchestra](#) • Chick Corea • [Ray Luzier](#) • Christine Ohlman • [Dom Famularo](#) • Phillip Phillips • [Shawn Brown](#) • Bill Cunliffe • [Whitney James](#) • Chuck Wansley • [Tal Cohen](#) • Jeff Rupert • [Nate Najar](#) • John Lamb • [Gene Watson](#) • Vic DiBietto • [Indigo Girls](#) • Puddles the Clown • [Nicki Parrot](#) • James Suggs • [Alex Harris](#) • Siobhan Monique • [Chuck Redd](#) • Damon Fowler • [Betty Fox](#) • Tavares • [Blue Notes](#) • Dick Rumore and the Jazz Cellar Orchestra • [Victor Wainright](#) • Backtrack Blues Band • [Ruthie Foster](#) • Little Jake and the Soul Searchers • [Mark Moultrup](#) • Keb Mo • [The Florida BJORKESTRA](#) • Lauren Mitchell • [Selwyn Birchwood](#) • Steve Connelly • [Rev Billy C. Wirtz](#) • Lillette Jenkins-Wisener • [Scott Stapp](#) • Helios Jazz Orchestra • [David Amram](#) • Synia Carroll • [Brendan Nolan](#) • Harry Allen • [Chubby Checker](#) • George Winston • [Yardbirds](#) • Vanilla Fudge • [Jim Breuer](#) • Upright Citizens Brigade • [Arlo Guthrie](#) • Los Lobos • [Beacon Dance](#) • Liz Story • [Steve Vai](#) • Psychedelic Furs • [Jonny Lang](#) • David Brooks • [Najee](#) • Larry Coryell • [Robin Trower](#) • Jazz Ambassadors of the US Army Field Band, The Florida BJORKESTRA and MANY MORE!



Community Engagement

Palladium and College Partnerships

The Power of Song • [Advent Consulting](#) • [Ruth Eckerd Hall](#) • [City of St. Petersburg](#) • Bill Edwards Foundation • [St. Petersburg Opera](#) • [Alpha Kappa Alpha Sorority](#) • Miss St. Pete • [Pinellas County Schools](#) • [St. Pete Bar Association](#) • [Heralds of Harmony](#) • [Tampa Bay Symphony](#) • [Mutts Gone Nuts](#) • [St. Petersburg Free Clinic](#) • FOCUS St. Pete • [EMIT](#) • [St. Petersburg Jazz Fest](#) • GreyHouse Films • [Master Chorale of Tampa Bay](#) • [Al Downing Tampa Bay Jazz Association](#) • The Florida Orchestra • [Gulf Coast Dance](#) • [Music Legends Live](#) • Artists for MS • [One Day University](#) • Family Resources • [Blue Butterfly Productions](#) • [Plume Poetry Series](#) • [Goree Lecture Series](#) • MIRA Showcase • [St. Petersburg Collegiate Concert Chorus](#) • [St. Petersburg College Wind Symphony & Community Concert Band](#) • [St. Petersburg Clearwater Film Society](#) • [Inspiration Nation Productions](#) • [Omega Psi Phi Fraternity](#) • [Spirit Voyage Live Events](#) • St. Petersburg College Collegiate High School • [Academy of Ballet Arts](#) • [Pinellas Youth Symphony](#) • [Guilbalt Publishing Center](#) • [Florida Trust](#) • [Fred Astaire Dance](#) • [Tampa Bay Area Development](#) • [Diston Academy](#) • Expressions Academy of Dance • [Rob Douglas](#) • [No Clubs](#) • Florida Bandmaster Association • [American Stage](#) • [Calvary Chapel](#) • Dr. Vilma Fernandez-Zalupski Latino Academic Excellence Awards • [SPC Mac J. Williams Awards](#) • [Southeastern Guide Dogs](#) • [Capitol Steps](#) • [Barrett Family Foundation](#) • [Society of Broadcast Engineers](#) • [Shawn Brown Foundation](#) • [Una Voce](#), [The Florida Men's Chorale](#) • [Dunedin Music Society](#) • [Sun Coast Media Group](#) • [Lightning Productions](#) • [Chabad of St. Petersburg](#) • [One City Chorus](#) • [The Village Involvement Program](#) • [Musicworks](#) • Mount Zion Human Services • [Dreamers of Tomorrow Foundation](#) • Friends of the Festival • [St. Petersburg Preservation](#) • [Creative Clav](#) • [Florida West Ballet](#) • [Calvary Christian High School](#) • and more!

Initials:



Economic Mobility/ Academic Excellence

- The Palladium hosts interns from St. Petersburg College's Music Industry/Recording Arts program (MIRA)
- Students work alongside local and touring professionals on nearly every Palladium event
- As part of the Palladium Production crew, student interns actively participate in service-intensive relationships with clients, artists, performers, and patrons
- Since 2010 – More than 300 interns have earned 14,200 hours of internship credit
- Students experience an increase in confidence and situational fluency thus enhancing employability and economic mobility
- The Palladium hosts MUM1662 Live Sound Reinforcement Techniques and MUM1942 Sound Engineering Internship

Initials:

Revenue Growth

- The Palladium's total revenue has grown from \$274,010 in FY 11-12 to \$556,860 in FY 17-18.

FY 15-16	\$448,803
FY 16-17	\$500,130
FY 17-18	\$556,860



Deficit Reduction

- The Palladium has moved from a \$300K deficit in its early years, to profitability.

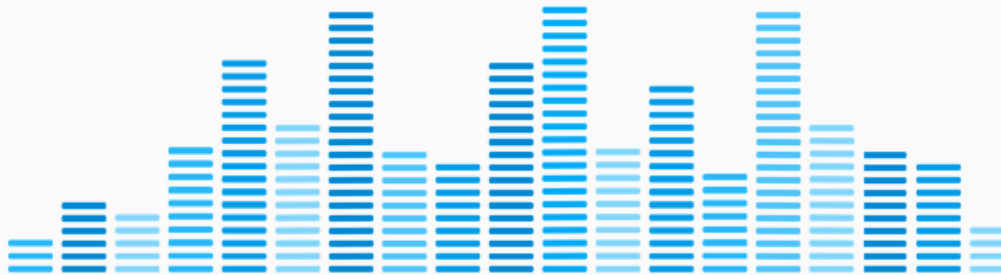
FY 15-16	\$10,560
FY 16-17	\$18,387
FY 17-18	\$59,136



Initials:

2020-21 Hough Hall Improvements

The Palladium will launch a major fundraising effort next spring, working alongside the SPC Foundation, with a goal of raising \$1 million plus for improvements to Hough Hall, our 830-seat main venue. Improvements include new seating, better sight lines, new lighting, curtains and sound enhancement.



SPC Strategic Initiatives 2020



Concert Hall Seating and Sightlines



Acoustics



Concert Hall Sound Systems



Overstage Systems

Initials:



Questions

Initials:

VI – A.1 Strategic Plan Dashboard

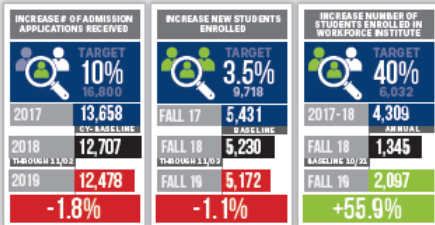


STRATEGIC PLAN MONTHLY DASHBOARD NOV 2019



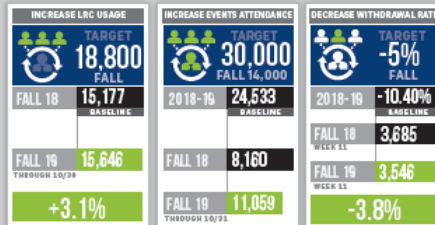
RECRUITMENT

Number of New Students / Overall Enrollment for Workforce Institute



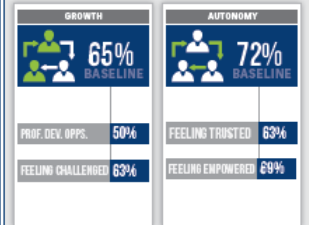
RETENTION

Initiatives focused on keeping the students we have



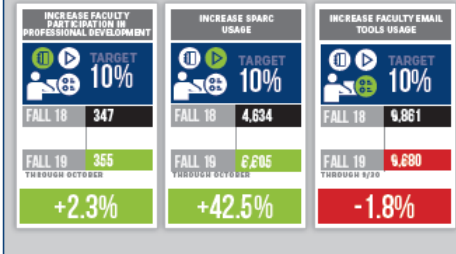
EMPLOYEE ENGAGEMENT

Unlocking the MAGIC of a committed staff
(Meaning, Autonomy, Growth, Impact, Connection)



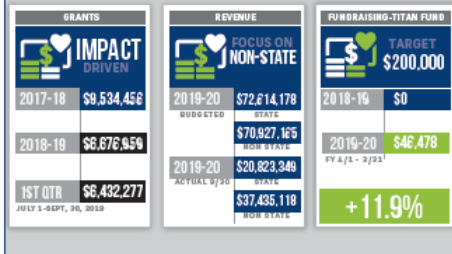
LEARNING EXPERIENCE

Faculty led initiatives to improve student success



RESOURCE ALIGNMENT

Tracking funding to support student success



Initials:

VI – A.2 African American Male Student Success Task Force Recommendation



**African American Male Student Success
Task Force Recommendations**

Dr. Mark Strickland
Seminole Campus Provost

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

November 19, 2019

Initials:



Task Force Charge

1. Review and assess the climate of past and current initiatives for African-American males.
2. Identify and review opportunities and challenges at SPC for African-American males.
3. Develop and implement recommendations, principles, strategies, and programs, both short-term and long-term, for improving the success and retention of African-American males and identify those who will be responsible and accountable for the same.

- Key Undertakings
- Reviewed key student data
 - Reviewed current literature
 - Inventory of past and current programs
 - Gathered student input



Background

Based on Dr. Luke Wood’s research, the college culture must reflect the four elements of success for African American male students. It is for them:

1. To be supported
2. To experience authentic care
3. To be challenged
4. To experience high expectations



Initials:



Recommendations

GOAL:

To close the success rate achievement gaps and to accelerate the overall academic achievement for African American male students.

TASK:

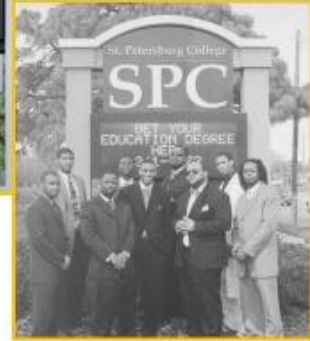
To identify the research-based determinants for African American male achievement and recommend sustainable, systematic solutions for improving success, retention and completion.

Initials:



Recommendation #1

Resurrect and implement a Brother-to-Brother type program.



Recommendation #2



Develop an onboarding network and Mentoring program to support early intervention, success, and develop a sense of belonging for First-Time-In-College African American males.

Initials:



Recommendation #3

Provide mandated professional development for all faculty and staff focused on cultural competency with a special focus on working with African American males.



Recommendation #4

African-American Males Learning Resources Data		
	Fall 2019	Fall 2018
All African-American Males receiving services	52% (594)	50% (591)
African-American Males with GPA < 2.49* receiving services	55% (351)	52% (276)
African-American Males with GPA < 2.49 term withdrawals	6.7% (78)	7.6% (90)

Data pulled through 11/15/19

Develop a comprehensive Learning Resources Outreach Initiative.

Initials:



Recommendation #5

Hire a Director of Diversity and Inclusion Officer whose primary responsibility is to build the infrastructure for the college and community to support African American male and other minority initiatives including mentoring, partnerships, and financial support.



Recommendation #6

	Spring 2018	Spring 2019	Gap
All Students	60.5%	63.4%	2.9%
Ethnicity			
Black/African American	48.7%	47.0%	-16.4%
Hispanic/Latino	56.0%	59.8%	-3.6%
White	64.4%	70.4%	7.0%
Male/Ethnicity			
Black/African American Male	43.6%	39.2%	-24.2%
Hispanic/Latino Male	46.5%	59.8%	-3.6%
White Male	58.0%	66.3%	2.9%

Form a working group to develop and implement strategies for improving success rates in Gateway courses*.

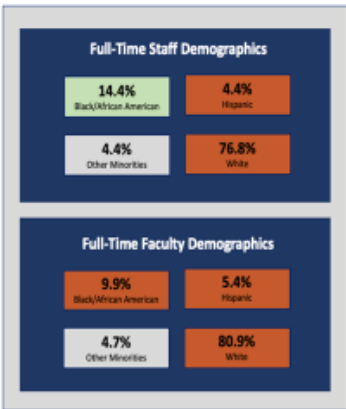
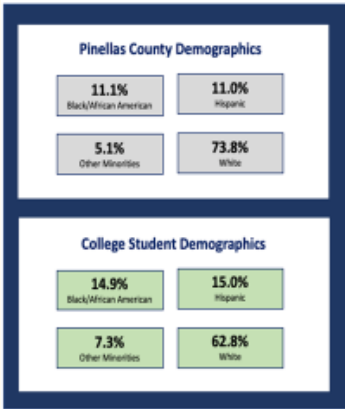
* Gateway courses = ACG2021, BSC2085, CGS1070, CGS1100, ENC1101, MAC1105, MAT1033, MAT1100, SLS1101, and STA2023

Initials:



Recommendation #7

Expand targeted recruitment of faculty and staff who represent the population of Pinellas County.



Initials:



Recommendation #8

Build a pipeline for the community to support African American male initiatives including mentoring, partnerships, and financial support.



Recommendations Budget

Recommendations	Budget
#1 Resurrect and implement a Brother-to-Brother type program.	\$524,202
#2 Develop an onboarding network and Mentoring program to support early intervention, success, and develop a sense of belonging for First-Time-In-College African American males.	\$6,000
#3 Provide mandated professional development focused on cultural competency with a special focus on working with African American males.	\$5,000.00
#4 Develop a comprehensive Learning Resources Outreach Initiative.	\$62,097
#5 Hire a Director of Diversity and Inclusion whose primary responsibility is to build the infrastructure for the college and community to support African American male initiatives including mentoring, partnerships, and financial support.	\$91,991
#6 Form a working group to develop and implement strategies for improving success rates in Gateway courses.	\$0
#7 Expand targeted recruitment of faculty and staff who represent the population of Pinellas County.	\$0
#8 Build a pipeline for the community to support African American male initiatives including mentoring, partnerships, and financial support.	\$0
Total	\$689,290

Initials:



Task Force Committee Members

We express our
greatest
gratitude to the
Task Force
Committee
Members for
their time and
dedication

Dr. Joy Moore
Dr. Keron Jean Baptiste
Carmen Simpson
Dr. Randy Lightfoot
Dr. Mark Billiris
Dr. Misty Kemp
Djuan Fox
Dr. Kellie Ziemak
Dr. Sabrina Crawford
Reggie Reed
Joven Jocelyn
Chris Moore
Dr. Bledar Prifti
Ian Wilson
Todd Smith
Garveate Ray
Ernest Gant
Dr. William Fleming
Matthew Bodie
Davie Gill
Richard Smith
Dr. Douglas Rivero
Dr. James Stewart
Dr. Susan Demers
Dr. Mark Strickland
Dr. Joseph Smiley

Academic Chair, Mathematics
Associate Provost
Faculty, Communications
Faculty, Social Sciences & Human Services
Faculty, Mathematics
Director, Retention Services
Director, Academic Services
Director, Career & Academic Advising Services
AVP, Institutional Effectiveness
Director, Recruitment Services
Student
Student
Faculty, Social Sciences & Human Services
Faculty, Communications
Director, Financial Aid
Coordinator, Student Life & Leadership
Pitch Program Coordinator
Faculty, Social Sciences and Human Services
Executive Director, Learning Resources
Coordinator, Student Life & Leadership
Career Services
Academic Chair
Dean, College of Computers & Information Technology
Dean, Public Policy and Legal Studies
Provost (Task Force Co-Chair)
Dean, Social Sciences & Human Services (Task Force Co-Chair)

Initials:



Questions

COURAGE

COMFORT

Initials:

November 19, 2019

MEMORANDUM

TO: Board of Trustees St. Petersburg College

FROM: Tonjua Williams, President



SUBJECT: Workforce Institute

Approval is sought for the recommended changes to Workforce Institute courses within the 2019-2020 catalog year.

Workforce Institute, Technology: Added two new online courses in response to industry requests.

- DBS0802 SQL Database Development MCSA 70-761 Certification Online
- DKP0965 Adobe Creative Cloud Fundamentals for Designers

Workforce Institute, Technology: Added one new course to support a grant.

- NWT0101 BICSI Installer 1 Certification Training

Workforce Institute, Technology: Changed one course to reduce course registration fee.

- MMD0100 Video Production Certificate

Workforce Institute, Allied Health: Changed one course to reduce contact hours.

- PTC0108 Certified Personal Fitness Trainer

Workforce Institute, Business and Finance: Added one new course to be offered in partnership with the St. Petersburg Arts Alliance.

- BSF0316 Arts Business Academy


Initials:

Initials:

November 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Williams II, Aundra	Empolymt & Internship Coord	Provost Office TS	10/7/2019 - 6/30/2020
Hays, Anna M	Scholarship Specialist	Resource Development DO	10/21/2019 - 6/30/2020

TRANSFER/PROMOTION Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Deranian, Leah K	Career & Academic Advisor	Counseling & Advisement SPG	10/7/2019 - 6/30/2020
Ebert, Brandie S	Online Stu Act & Svcs Coord	Enrollment Management DO	10/7/2019 - 6/30/2020
Mazurek, Jonathan P	Assoc IT Infrastructure Analyst	Information Systems DO	10/7/2019 - 6/30/2020
Kuhn, Christina M	Coord, Curriculum Services	Institutional Research/Effect EPI	10/7/2019 - 6/30/2020
Jurkovic, Frank M	Dir, International Program	International Program SPG	10/7/2019 - 6/30/2020

REAPPOINTMENT Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Crane, John	Student Support Coordinator	Associate Provost Office HEC	12/21/2019 - 6/30/2020
Schuetz, Jacquelyn	Project Coord II Inst Strategic	Provost Office SE	12/21/2019 - 6/30/2020

REORGANIZATION Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Smith, Richard	Employment & Internship Coordinator	Associate Provost Office SPG	11/4/2019 - 6/30/2020

HIRE Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Duncan, Amber L	Sr Administrative Svcs Speclst	Academic & Student Affairs CL	10/21/2019
Dodd, Sandra G	Sr Administrative Svcs Assist	Accessibility Services/OSSD-SP	10/7/2019
Rogers, Julia A	Accounting Support Specialist	Accounting Services EPI	10/21/2019
Carroll, Nicole K	Student Support Advisor	Financial Assistance Services DO	10/7/2019
Hidalgo, Germaine E	Landscaper	Landscape Services CL	10/21/2019
Zeron, Richard L	Landscaper	Landscape Services TS	10/7/2019
Unger, Kadin N	Instructional Supp Specialist	Learning Resources SE	10/7/2019
James, Lisa M	Administrative Svcs Specialist	Mathematics TS	10/21/2019
Harmon, Kellie L	Assistant House Manager	Palladium	10/7/2019
Ponjevic, Lejla	Sr Administrative Svcs Assist	Registration/Business Office CL	10/21/2019

TRANSFER/PROMOTION Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Wireman, Barry T	Security Supervisor	Campus Security SE	10/5/2019

Initials:

Initials:

Hannah, Tikiia N	Sr Administrative Svcs Assist	College of Computer & InfoTech EPI	10/14/2019
Pellerin, Shery A	Administrative Svcs Specialist	Institutional Research/Effect EPI	10/7/2019

SUPPLEMENTAL Temporary			
Name	Title	Department/Location	Effective Date
Gann, Welcita M	Faculty - supplemental	College of Computer & InfoTech TS	10/14/2019

HIRE Temporary			
Name	Title	Department/Location	Effective Date
Andresen, Matthew B	OPS Career Level 1	Academic & Student Affairs HEC	10/7/2019
Craig, Robert	Adjunct Faculty	Ethics CL	10/14/2019
DeWalt, Tomasina	Professional Trainer	Workforce/Professnl Developmnt EPI	10/21/2019
Doran, Georgette F	OPS Career Level 5	Communications CL	10/7/2019
Goins III, Jimmie L	Professional Trainer	Criminal Justice AC	10/14/2019
Gonzales, Aaron K	Professional Trainer	Criminal Justice AC	10/7/2019
Keenan, Sean P	OPS Career Level 4	Academic & Student Affairs EPI	10/1/2019
Millsaps, Hayley N	OPS Career Level 2	Learning Resources CL	9/30/2019
Mitchell, Eric Jason G	Professional Trainer	Criminal Justice AC	10/8/2019
Morales Reyes, Magaly	OPS Career Level 5	Communications CL	10/7/2019
Rolleston, Jacob M	Professional Trainer	Criminal Justice AC	9/30/2019
Russell, Diamond	OPS Career Level 3	College of Computer & InfoTech SPG	10/21/2019
Ward, Michael S	Professional Trainer	Criminal Justice AC	10/8/2019

TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES			
Name	Title	Department/Location	Effective Date
Hubbard, Barbara	Instructor	Humanities/SPG	11/11/2019 - 11/29/2019

Destination: Jaisalmer, India

The purpose of this trip is to attend the INK Design Conference in Jaisalmer, India. INK is a platform for innovation, operating at the intersection of science, technology, community and culture. INK works across communities, age groups, and disciplines to create conversation and instill an innovation mindset. The College will benefit by providing a professional development opportunity to the faculty attending.

Estimated cost to the College is \$500.00.

Griffith, Tashika	Provost	Provost/DT & MT	11/22/2019 - 11/23/2019
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Destination: Nassau, Bahamas

The purpose of this trip is for Dr. Griffith to present a paper on Access and Engagement of Black Young Men in Higher Education. The College will benefit by providing an opportunity for Dr. Griffith to present at the University of The Bahamas what SPC is doing to support young black males in education.

Estimated cost to the College is \$1,226.88.

Jahosky, Michael	Instructor	Humanities/SPG	6/1/2019 - 6/12/2019
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Destination: Osaka, Japan

The purpose of this trip is to lead SPC students on a study abroad program to Japan. A total of fourteen (14) students are enrolled in the program and will receive credit in HUM 2270 East/West Synthesis. Students will be immersed in the unique Japanese worldview, history, art forms, and customs and compare and contrast those to Western worldviews. The College will benefit by providing an educational and cultural learning experience to students.

Estimated cost to the College is \$806.72.

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

Initials:

Initials:


ND10252019

3

Initials:

November 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Dr. Tonjua Williams, President 
SUBJECT: Florida Department of Economic Opportunity—Florida Job Growth Grant Fund—Secure Florida

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Economic Opportunity in support of the Florida Job Growth Grant Fund: Workforce Training grant. Permission is sought to accept an estimated \$1,912,546 in funding over a three-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 Florida Job Growth Grant Fund, under the category for Workforce Training Projects, is to increase rapid training and employment of Florida workers in targeted, high-demand occupations. SPC's proposed Secure Florida project would offer a series of interconnected, transferrable educational and training programs for both new and incumbent workers that result in industry recognized workforce certificates and certifications and Associate degrees (AS) for high wage, high demand occupations in cybersecurity and homeland security-related occupations. Funding will support construction of a Cyber Innovation Lab at the Gibbs campus to house cybersecurity and digital forensics classes as well as hands-on simulation tools. In addition, this project will support expansion and installation of critical facilities, including the Allstate Shooting Range and a Use of Force Simulator, ensuring up to date training and technology for students. SPC's proposal includes multiple academic departments and partnerships with a range of law enforcement agencies and industry partners to create a cohesive, collaborative effort toward high-skilled training and preparedness and support the pipeline of in-demand workforce occupations in the state's strategic targeted industries of Cloud Information Technology and Homeland Security.

The estimated period of performance will be from July 1, 2020 through June 30, 2023. The total project budget is projected to be \$1,912,546, of which the College anticipates receiving the full amount. See attached Information Summary for additional information.

Initials:

Jesse Turtle, Vice President of Institutional Advancement and Foundation Executive Director; Suzanne L. Gardner, General Counsel; Brian Frank, Dean of the College of Public Safety, and James Stewart, Dean of the College of Computer and Information Technology, recommend approval.

Attachment
ks1024193

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

Date of BOT Meeting:	November 19, 2019
Funding Agency or Organization:	Florida Department of Economic Opportunity
Name of Competition/Project:	Florida Job Growth Fund Grant: Workforce Training – Secure Florida
SPC Application or Sub-Contract:	SPC Application
Grant/Contract Time Period:	Start: 7/1/20 End: 6/30/23
Administrator:	Brian Frank and James Stewart
Manager:	TBD

Focus of Proposal:

The goal of SPC’s Secure Florida initiative is to enhance training, certification, and degree opportunities for cybersecurity, public safety, and homeland security professionals to support a robust pipeline of security-focused employment in Pinellas County and meet local, regional, and state workforce demand.

This goal will be achieved through partnership with multiple community agencies as well as industry representatives to support the following activities: 1) Installation of a comprehensive hybrid cybersecurity / digital forensics lab to provide hands-on simulation and instruction for cybersecurity and digital forensics students; 2) Development of a non-credit Cybersecurity Threat Intelligence certificate series to skill students to obtain jobs in cybersecurity / threat intelligence; 3) Incorporation of badging through the IBM Skills Academy to demonstrate students’ skills and experience to potential employers; 4) Further development of articulations and credit for prior learning for veterans into the Cybersecurity certificate and public safety degree programs; 5) Refurbishing of the current Shooting Range at the SPC Allstate Center, and installation of an augmented reality Use of Force Training Simulator that will better prepare participants for

Initials:

homeland security / public safety jobs. A full-time program coordinator will be hired to oversee program activities and participant tracking. Collectively, these activities will support training of an estimated 1,805 individuals and graduation or completion of approximately 1,205 individuals over the three-year grant period.

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 & Fringe	\$ 562,960
Equipment	\$ 392,766
Facilities	\$ 725,000
Training Materials	\$ 53,565
Other (Printing, Outreach, Badging)	\$ 46,000
Indirect Costs (20%)	\$ 132,255
Total Budget	\$ 1,912,546

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 1,912,546
Total amount from funder:	\$ 1,912,546
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:

Value(s):	1. Student Success
	2. Community Focus
	3. Growth and Empowerment

Initials:

Strategic Initiative(s):


1. Program Planning Aligned with Jobs
2. Prepare Students for In-Demand Careers
3. Improve the Learning Experience

Agenda Item VII – B.3b

November 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Community Foundation of Tampa Bay — Matching Grant (Information)

This informational memo provides a summary of a grant proposal that was submitted in collaboration by the St. Petersburg College Foundation and St. Petersburg College to the Community Foundation of Tampa Bay for a Matching Grant. The grant will provide an estimated \$35,000 in funding over an eighteen-month period for this proposal. If awarded, funding will be channeled under the direction of the SPC Foundation as a non-profit entity.

The Community Foundation of Tampa Bay (CFTB) offers organizations the opportunity to submit funding requests outside of their traditional grant cycle for special time sensitive opportunities. Recently, SPC was approached by Educate Tomorrow and Florida’s Positive Pathways, a division of the Department of Children and Family Services, to receive a \$35,000 Challenge Grant. The goal of this funding is to support their work with youth who are homeless and/or have aged out of the foster care system, helping to increase college success rates and economic self-sufficiency for this population. As part of this initiative, Positive Pathways is seeking to provide funding for 2-3 Florida colleges that is to be matched 1:1, by the institution and/or partner support. Responding to this request, SPC is seeking matching funds from the CFTB to support the development of this program. Funding will support the salary of a full-time College

Initials:

staff member who will act as an advocate and ‘coach’ for potential and current students that qualify for the state’s foster care and homeless tuition waivers.

The estimated period of performance will be from January 1, 2020 through June 30, 2021. The total project budget is projected to be \$35,000 over an eighteen-month period.

Jamelle Conner, Vice President of Student Affairs; Jesse Turtle, Vice President for Institutional Advancement and Executive Director, SPC Foundation; Suzanne L. Gardner, General Counsel; and Misty Kemp, Executive Director, Retention Services recommend moving forward.

Attachment


ks1024192

Agenda Item VII – B.3c

November 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: National Science Foundation—Louis Stokes Alliances for Minority Participation Bridge to the Baccalaureate Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees’ approval, to the National Science Foundation in support of the Louis Stokes Alliances for Minority Participation Bridge to the Baccalaureate Grant. Permission is sought to accept an estimated \$1,499,986 in funding over a three-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 *Tampa Bay Bridge to the Baccalaureate (TB-B2B)* Alliance represents a strategic regional partnership of educational institutions and innovative academic supports that will significantly increase the number of underrepresented minority (URM) students transferring to baccalaureate degrees in Science, Engineering, Technology, and Math (STEM). Led by SPC, TB-B2B includes Hillsborough Community College, State College of Florida Manatee-Sarasota, and the University

Initials:

of South Florida System. In this renewal proposal, TB-B2B will continue to develop an educational pipeline that engages URM students from elementary and secondary school through post-secondary enrollment, associate degree attainment, and transfer to a STEM baccalaureate program at USF and other 4-year partners. Program success will be met through the following goals: 1) Increase the number of URM students enrolling in STEM programs of study; 2) Increase URM student math literacy using evidence-based academic supports; 3) Increase URM student retention, persistence, and completion in STEM programs of study; and 4) Increase the number of URM students matriculating into STEM Baccalaureate degree programs. TB-B2B will significantly enhance outcomes for URM students and promote greater diversity in both STEM academic degree programs and the STEM workforce.

The estimated period of performance will be from December 1, 2020 through November 30, 2023. The total project budget is projected to be \$1,499,986, of which the College anticipates receiving \$645,386. See attached Information Summary for additional information.

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

Attachment

jm1024192

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

Date of BOT Meeting:	November 19, 2019	
Funding Agency or Organization:	National Science Foundation	
Name of Competition/Project:	Louis Stokes Alliances for Minority Participation Bridge to the Baccalaureate Grant	
SPC Application or Sub-Contract:	SPC Application	
Grant/Contract Time Period:	Start: 12/1/20	End: 11/30/23
Administrator:	Misty Kemp	
Manager:	Kelliann Ganoo	

Focus of Proposal:

The goal of the *Bridge to the Baccalaureate Grant* and the *Tampa Bay Bridge to the Baccalaureate Alliance (TB-B2B)* is to significantly increase the number of underrepresented minority students transferring to four-year baccalaureate programs in Science, Technology, Engineering, and Math

Initials:

(STEM) across the Tampa Bay region. As a renewal of currently funded efforts, *TB-B2B* will continue to support this goal through the following activities: 1) Targeting STEM outreach to incoming and current students at each Alliance institution to increase enrollment in STEM academic pathways; 2) Providing STEM outreach and engagement activities to secondary/pre-college students and non-traditional students such as veterans and adult learners; 3) Establishing STEM learning communities at each Alliance institution to offer targeted advising, faculty mentorship, and peer connections; 3) Providing experiential learning through undergraduate research and career exploration, as well as internships with industry partners; 4) Continuing Alliance-wide activities and virtual network; 5) Supporting STEM instruction through faculty professional development and research activities; 6) Providing adaptive learning technology and summer bridge programming to improve success in gateway mathematics courses; 7) Promoting transfer to STEM baccalaureate programs at SPC and Alliance institutions, at USF through FUSE and non-FUSE articulations, and at other four-year institutions through developed articulation agreements. Faculty and administrators from each of the partner institutions will work collaboratively with local school districts, STEM industry representatives, and other educational institutions to ensure underrepresented minority students have the support and engagement necessary to successfully pursue and complete a baccalaureate education in STEM.

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 & Fringe	\$ 421,576
Travel	\$ 21,150
Participant Support Costs	\$ 41,000
Other (Supplies, Outreach, ALEKS)	\$ 11,700
Subawards (HCC, SCF, Horizons)	\$ 854,600
Indirect Costs (33%)	<u>\$ 149,960</u>
Total Budget	\$ 1,499,986

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 1,499,986
Total amount from funder:	\$ 1,499,986
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

Initials:

(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 Success
	2. Equity
	3. Growth and Empowerment


Strategic Initiative(s):	1. Enhance internal and external support for students
	2. Improve the Learning Experience
	3. Increase strategic connections by partnering with educational institutions, businesses, and community resources

Agenda Item VII – B.3d

November 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: City of St. Petersburg – Educational and Entrepreneurial Training Program

Initials:

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the City of St. Petersburg, by St. Petersburg College for the Educational and Entrepreneurial Training Program Grant. Permission is also sought to accept an estimated \$329,325 in funding over a three-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 Educational and Entrepreneurial Training Program is to provide educational and/or entrepreneurial programming to African American males between 12 and 24 years of age, with a particular focus on South St. Petersburg. Organizations will be funded to develop and deliver high quality educational, career and character development training, including second chance programs for youth involved in the justice system. The goal of this initiative is for participants to gain work readiness skills, obtain workplace certifications and enroll in post-secondary education. SPC will utilize proposed funding to support its PITCH program. Currently in its third year and supported by the City of St. Petersburg, the program will continue to offer dedicated advising, educational and workforce training, college/career readiness, and targeted workshops/guest speakers. The program will serve an estimated 30 young adults per year between the ages of 18-24 at the Downtown, Midtown and St. Petersburg/Gibbs campuses through a cohort model. Funding will support dedicated advising, tuition assistance, workshop costs, certification testing fees, books, lab fees and other program materials.

The estimated period of performance will be from January 1, 2020 through December 31, 2022. The total project budget is projected to be \$329,325 over a three-year period. See attached Information Summary for additional information.

Jamelle Conner, Vice President of Student Affairs; Suzanne L. Gardner, General Counsel; Tashika Griffith, Provost Downtown/Midtown and Leslie Hafer, Provost St. Petersburg/Gibbs, recommend approval.

Attachment

ks1024193

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

Date of BOT Meeting:	November 19, 2019
Funding Agency or Organization:	City of St. Petersburg
Name of Competition/Project:	Educational and Entrepreneurial Training Program
SPC Application or Sub-Contract:	SPC Application

Initials:

Grant/Contract Time Period: **Start:** 01/01/2020 **End:** 12/31/22

Administrator: Neil Keith

Manager: Ernest Gant

Focus of Proposal:

St. Petersburg College’s *Providing Instruction for Tomorrow’s Collegians and Hires* (PITCH) program will help approximately 30 African American men per year, ages 18-24, in St. Petersburg, with an emphasis on assisting those in South St. Petersburg, including those who have a criminal record. Currently in its third year, and supported by the City of St. Petersburg, the program will continue to offer participants dedicated advising, educational programming, career services, intensive support, targeted financial assistance and the leveraging of SPC’s complementary resources and community partnerships. The program will enroll cohorts of 10-15 young men per semester at the St. Petersburg/Gibbs, Downtown and Midtown campuses over the next three years. A dedicated *PITCH* Career and Academic Advisor (Project Manager) will work with cohort members to help them create a structured Individualized Education Plan (IEP), which will assess barriers to academic achievement and identify a range of appropriate strategies to assist them as they pursue a workforce certification and/or postsecondary education.

PITCH will support participants by paying for expenses related to their education such as tuition, test prep courses and college application fees. Participants will be enrolled in career-centered academic programs (credit or non-credit) identified as areas of high growth employment, as well as industries that traditionally offer opportunities for individuals with a criminal history. In addition to having access to the array of supports and interventions given to all SPC students, each cohort will participate in the Smart Start Orientation Course as a group, covering career exploration, resume development, financial aid, legal advice and computer literacy.

Budget for Proposal:

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

Personnel	\$ 104,022
Fringe	\$ 39,528
Travel	\$ 3,000
Supplies	\$ 12,750
Other (tuition, testing fees, conferences, etc.)	\$ 153,450
Indirect Costs	<u>\$ 16,575</u>
Total Budget	\$ 329,325

Funding:

Initials:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$ 329,325
 Total amount from funder: \$ 329,325
 Amount/value of match: Cash: N/A
 In-kind: N/A

Required match or cost sharing: No Yes
 Voluntary match or cost sharing: No 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 Success
 2. Equity
 3. Growth and Empowerment

Strategic Initiative(s):
 1. Enhance internal and external support for students
 2. Increase strategic connections by partnering with educational institutions, businesses, and community resources


Agenda Item: VII – B.4a

Initials:

November 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Spot Survey #2, Version 9

Approval is requested for an amendment to the current Education Plant Survey for St. Petersburg College, dated June 30, 2017, adding:

- Recommendation #15.007, for New Construction of shelled out space at the Downtown Center, Facility #501 (Site 15), 244 2nd Avenue North, St. Petersburg, as required by Section 1013.31, Florida Statutes.

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

Initials:

AMENDMENT #9
EDUCATIONAL PLANT SURVEY dated June 30, 2017
St. Petersburg College
November 19, 2019

Pursuant to Section 1013.31, Florida Statutes, administrative staff of St. Petersburg College has prepared an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 30, 2017. In accordance with Section 1013.31, Florida Statutes, the amendment shall be reviewed and approved by the Board of Trustees.

The following new recommendation is made.

Site 15: Downtown Center

15.007 New Construction of shelled space at the Downtown Center Facility #501, (Site 15). The fifth floor remodel will consist office space, conference rooms and related service areas. Total square footage of new construction is 7,825 square feet.

Approved by the Board of Trustees of St. Petersburg College on November 19, 2019.


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

Initials:

November 19, 2019

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: ANF Ventures, LLC (Nature’s Table at SPG) - Lease Agreement

Authorization is sought to enter into a new Lease Agreement with ANF Ventures, LLC (dba Nature’s Table) for the period of January 1, 2020 through June 30, 2024. This authorization includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College proposes leasing space at the St. Pete/Gibbs Campus to ANF Ventures, LLC (dba Nature’s Table) to provide food services for the SP/G Campus. The attached Lease Agreement provides for the lease of 632 square feet of kitchen and food preparation space located in the Chill Grill on the first floor of the Community Library (LI) building. The referenced spaces are LI 146, 146A and 146B.

The attached Agreement authorizes ANF Ventures, LLC to lease 632 square feet of exclusive use space for \$1,500.00 per month. ANF will pay the College an amount of \$81,000 over the Agreement period. As part of the agreement, ANF will also award ten scholarships to SPC students totaling \$5,000.00 during the agreement period.

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

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

Brian Miles, Vice President, Administration, Finance and Technology; Leslie Hafer, Provost, St. Pete/Gibbs Campus; Diana Wright, Acting Associate Vice President, Facilities Planning and Institutional Services; and Suzanne Gardner, General Counsel recommend approval.

Initials:

Attachment

LEASE
BETWEEN
ANF SERVICES LLC, dba NATURE'S TABLE
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

Initials:

LEASE

1. <u>PREMISES</u>	4
2. <u>TERM</u>	4
3. <u>BASE RENT</u>	5
4. <u>RENT CREDIT</u>	6
5. <u>OPERATING EXPENSES, TAXES, AND INSURANCE</u>	6
6. <u>LANDLORD'S SERVICES</u>	6
7. <u>SECURITY DEPOSIT</u>	7
8. <u>PERMITTED USE:</u>	7
9. <u>LANDLORD'S WORK</u>	7
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11. <u>TENANT'S CARE OF PREMISES:</u>	7
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16. <u>INSURANCE:</u>	12
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COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this 1st Day of January, 2020, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, herein designated "Landlord"(Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and ANF Services LLC (Nature's Table), a Florida Corporation whose principal address is PO Box 7813, St. Petersburg, FL 33743 herein designated "Tenant". In this regard, Landlord does hereby lease and deliver to Tenant, and Tenant does hereby lease, hire, and accept from Landlord, that certain retail space located at (the "Building"), as further described herein below:

1. PREMISES: The leased space utilized by Tenant is located at the Gibbs Foodservice Operations, also known as the Chill Grill), on the Gibbs Campus, 6605 5th Avenue North, St. Petersburg, Florida, and shall include 632 square feet of floor area together with all fixtures and improvements associated therewith. See Exhibit A for floor plan of leased space.

2. TERM:

A. The term of this Lease (herein called "Lease Term") shall commence on the 1st day of January 2020 (the "Commencement Date"). The Lease Term shall expire 5:00 p.m. on the 30th day of June, 2024 (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon.

B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").

C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date or install in the Premises the improvements to be constructed or installed by Landlord according to the Workletter. If no Workletter is attached to this Lease, it will be deemed that Landlord delivered to Tenant possession of the Premises as is in its present condition on the Commencement Date. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease and the Workletter. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will not be liable to Tenant for any resultant loss or damage.

D. If Tenant is permitted entry to the Premises prior to the Commencement Date for the purpose of installing fixtures or any other purpose permitted by Landlord, the early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent, which will commence on the Commencement Date. Tenant, its agents, or employees will not interfere with or delay Landlord's completion of construction of the improvements. All rights of Tenant under this Paragraph 2(D) will be subject to the requirements of all applicable Building codes, zoning requirements, and federal, state, and local laws, rules, and regulations, so as not to interfere with Landlord's compliance with all laws, including the obtaining of a certificate of occupancy for the Premises. Landlord has the right to impose additional conditions on Tenant's early entry that Landlord, in its

Initials:

reasonable discretion, deems appropriate, including without limitation an indemnification of Landlord and proof of insurance, and will further have the right to require that Tenant execute an early entry agreement containing those conditions prior to Tenant's early entry.

E. In the event that either party commits a breach of a term or condition of this Agreement then the non-breaching party may give written notice to the breaching party describing said breach and the breaching party shall be provided sixty (60) days to cure said breach. In the event the breaching party is unable or unwilling to satisfactorily cure said breach completely within sixty (60) days then the non-breaching party may terminate this Agreement without penalty upon ninety (90) days written notice. If Landlord terminates this Agreement prior to the end of the initial term then Tenant shall be entitled to the remaining payments due under Clause 4 of this agreement.

Each party shall also provide periodic feedback to the other party regarding the business relationship between the parties, the quality of the services provided by Tenant on the Premises and the business success of the Tenant. This feedback shall occur at least twice annually. In the event that either party's feedback includes a request of other party then the non-requesting party may refuse or accept the request. In the event the non-requesting party accepts the request then it shall be provided sixty (60) days to accommodate said request. In the event the non-requesting party refuses the request the request or fails to accommodate the request within the sixty (60) day period then the requesting party may provide twelve (12) months' written notice of its intent to terminate this Agreement. Such termination shall be without penalty. If Landlord terminates this Agreement prior to the end of the initial two (2) year term then Tenant shall be entitled to the remaining payments due under Clause 4 of this agreement.

3. BASE RENT:

A. Throughout the Term of this lease, Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then monthly rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. If the Term commences on a day other than the first day of a calendar month, then the prorated monthly rent for such month will be paid on or before the first day of the Term. The Monthly Rent is based on the rentable square footage of the Premises. Monthly Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's address, or to such other address as Landlord may from time to time designate in writing. In the event Landlord shall at any time or times accept said rent (or other payments) after it shall become due and payable, such acceptance shall not constitute a waiver of any of Landlord's rights hereunder or excuse such delay or delays on subsequent occasions.

B. The monthly base rent ("Base Rent") for the Lease Term shall be \$1,500.00 per month for the use of Premise, plus all applicable sales tax. The first and last month of the lease shall be prorated.

C. In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed, based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below.

Initials:

Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.

D. In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(B) of this Lease) payment is received after the fifth day of the month tenant shall promptly pay to Landlord, no later than at the time of the next monthly payment, a late charge equal to the greater of one hundred dollars (\$100.00) or ten percent (10%) of the Monthly Base Rent. Such charge shall be due and payable without notice or demand, and Tenant agrees it represents a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment by Tenant. The payment of such service charge in no way waives any other rights or remedies of Landlord resulting from a default hereunder. Additionally, interest shall accrue on any amount due by Tenant as rent hereunder at the rate of eighteen percent (18%) per annum.

E. Tenant agrees to award ten scholarships, totaling \$5,000.00, during the term of this agreement. These ten scholarships shall be for use solely to St. Petersburg College students to use to take courses at St. Petersburg College.

4. RENT CREDIT: Intentionally deleted

5. OPERATING EXPENSES, TAXES AND INSURANCE: Tenant shall pay all additional expenses associated with the Building, including but not limited to real estate taxes (if real estate taxes are imposed in the future Tenant shall pay their pro rata share of such taxes based on square footage.) Tenant shall at all times carry and maintain such required insurance as provided for in Section 16, herein.

6. LANDLORD'S SERVICES:

A. Landlord will maintain, repair and restore the structure of the Building including the roof, and any mechanical plumbing problem not related to Tenant's use.

B. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing

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parking areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Paragraph 6, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of rent or operate to release Tenant from any of Tenant's obligations under this Lease.

7. **SECURITY DEPOSIT:** Intentionally deleted

8. **PERMITTED USE:** Tenant shall use and occupy the Premises only for and related uses as a restaurant, and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Landlord. Tenant's use of the Premises shall not violate any ordinance, law or regulation of any governmental body or the rules and regulations of Landlord or cause an unreasonable amount of use of any of the services provided in the Building as determined in the sole discretion of Landlord. Tenant agrees to conduct its business in the manner and according to the generally accepted business principles of the business or profession in which Tenant is engaged. No use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of policies covering said property. Only Tenant shall actually occupy and use the Premises.

9. **LANDLORD'S WORK:** Intentionally deleted

10. **TENANT'S WORK:** During the term of the Lease, should Tenant at its sole expense, wish to make improvements to the space, Tenant shall be bound by, and agree to adhere to, Landlord's requirements as shown in the attached Exhibit "C" of this Lease. Tenant shall submit to Landlord a description of proposed work to be approved by Landlord prior to installation in accordance with the terms of Exhibit "C". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

11. **TENANT'S CARE OF PREMISES:**

A. Tenant will take good care of the Premises and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof. Tenant shall maintain the Premises in a clean, neat, and orderly condition to current health department standards. Tenant shall be responsible at all time for keeping their leased space clean to current health department standards and shall empty their trash as needed. Tenant shall be responsible for their prorata share of cleaning windows, coverings, and shampooing of carpeting and cleaning of floor located in the Premises, daily janitorial services and pest control (Tenant shall provide a copy of the pest control agreement and provide notice when service is occurring) as well as the painting and decorating of the Premises so as to maintain the Premises in good condition, normal wear and tear excepted. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by Tenant moving in or out of the Premises. Any repairs not promptly made by Tenant may be made by Landlord, and the cost of such repairs, together with a sum equal to fifteen percent (15%) of said costs for overhead and administration, shall be immediately due and payable by Tenant to Landlord and collectable as Additional Rent.

B. Tenant will not, without Landlord's written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the Premises, except for the inclusion or placement of decorative items, moveable furniture and kitchen equipment, and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building.

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All alterations approved by Landlord (i) will be performed by contractors approved by Landlord and subject to conditions specified by Landlord (which may include requiring the posting of a mechanic's or material men's lien bond), and (ii) will require that Tenant obtain all applicable governmental permits and authorizations, and shall comply fully with all applicable laws, ordinances, and governmental regulations and with all applicable requirements of issuers issuing insurance with respect to the Premises, and shall see that any additional hazard relating to construction of the alteration or addition is fully covered by Tenant's comprehensive liability and employee's compensation insurance for the protection of Landlord. All alterations of a permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at expiration of this Lease, but Landlord reserves the right to require Tenant to remove any improvements or additions made to the Premises by Tenant and to repair and restore the Premises to its condition prior to such alteration, additions or improvement. Tenant shall give advance notice to Landlord through the property manager of any supply deliveries or furnishing deliveries or removals which may require the use of the elevators or stairwells, or blocking or obstruction of hallways or entrances in the Building.

C. If Landlord has required Tenant to remove any or all alterations, additions, fixtures, and improvements that are made in or upon the Premises pursuant to this Paragraph 11 prior to the Termination Date, Tenant will remove such alterations, additions, fixtures, and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after expiration of the Lease Term shall be deemed abandoned and may be removed, stored, or disposed of by Landlord, in its sole discretion.

D. All work by or for Tenant related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, shall be performed in accordance with the requirements as stated in the attached Exhibit "C" of this Lease.

E. Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building.

F. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

G. Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or liability arising from any alteration or addition performed by Tenant, including but not limited to bodily injury (including death) and property damages, and including but not limited to mechanic's or similar liens, and shall make such arrangement Landlord may reasonably require to protect the Premises from mechanic's liens or similar liens.

12. MECHANIC'S LIENS: Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, material man or vender to or for the performance of any labor or services or the furnishings of any materials or other property for the construction, alteration addition, repair or demolition of or to the Leased Property or any part thereof or (ii) giving Tenant any right, power or

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permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in anyway be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property or any portion thereof. Tenant shall strictly comply with the Mechanics' Lien Law of the State of Florida as set forth in F.S. 713. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear, and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant, other than work performed by Landlord pursuant to the Workletter. If any such lien, at any time, is filed against the Premises or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interest, or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release the lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Project to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Project, or that any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including but not limited to any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to give, record and post as appropriate, notices of non-responsibility or similar notices under any mechanic's lien laws now or hereafter existing, in order to protect the premises against any such liens. This section shall survive the termination of the Lease.

13. LANDLORD'S RIGHTS: Landlord shall have the following rights exercisable without notice to Tenant (except as expressly provided otherwise) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises, or giving rise to any claim for offset or abatement of rent:

A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.

B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premises.

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C. Business Hours. To close the Building after normal business hours except that Tenant and its employees and invitees shall be entitled to admission, under such regulations as Landlord prescribes for security purposes. Hours of operation shall be delineated on a Lease Addendum, and days of operation will reflect the College's current Academic Calendar (Exhibit F) of the College and will be mutually acceptable to both the College and Tenant. In the event that the days and hours of operation are requested to be changed by the Tenant, such request must be submitted in writing to the campus Provost for approval.

D. Access. To take any and all reasonable measures, including inspections and repairs to the Premises or to the Building, as may be necessary or desirable for the operation or protection of the Building. Tenant shall allow Landlord access to the Premises for such purposes at reasonable times.

E. Keys. To maintain at all times master keys or pass keys to the Premises. If the Tenant changes any locks, Landlord must be provided with a key upon installation.

F. Structural Elements. To install and maintain pipes, ducts, conduits, wires, and other structural elements located in the Premises which serve other parts or other tenants of the Building.

14. ENTRY BY LANDLORD: Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours after giving twenty four (24) hours advance written notice to:

- (1) Inspect the Premises;
- (2) Exhibit the Premises to prospective purchasers, lenders, or tenants;
- (3) Determine whether Tenant is complying with all its obligations in this Lease;
- (4) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;
- (5) Post written notices of non-responsibility or similar notices; or
- (6) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Tenant, by this Paragraph 14, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or Quiet Enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Paragraph 14. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that

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Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Paragraph 14 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent, Additional Rent, or other charges that this Lease requires Tenant to pay.

15. INDEMNIFICATION OF LANDLORD: Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or acts of Landlord, its employees, or agents, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from:

- (1) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (2) any activity, work, or thing done or permitted by Tenant in or about the Premises, the Building, or the Project;
- (3) any breach by Tenant or its employees, agents, contractors, or invitees of this Lease; and
- (4) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
- (5) any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not be diminished or withheld by reason or account of any such loss or damage.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel determined by Landlord.

Tenant, as a material part of the consideration to Landlord for this Lease, by this Paragraph 15 waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

Initials:

16. INSURANCE:

A. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, with an insurance company that has an A.M. Best rating A VII or better, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(1) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Paragraph 15 of this lease;

(2) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Project, and any leasehold improvements to the Premises in excess of the allowance, if any, provided pursuant to the workletter in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Paragraph 19, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

(3) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State in which the Premises are located, including employer's liability insurance in the limits required by the laws of the State in which the Project is located; and

(4) If Tenant operates owned, hired, or non-owned vehicles on the Project, comprehensive automobile liability at a limit of liability not less than \$500,000 combined bodily injury and property damage.

The insurance coverages and amounts in this Paragraph 16(A) will be reasonably determined by Landlord.

B. Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least 10 days prior to the expiration of the Term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Landlord. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not

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contributing with and not supplemental to the coverage that Landlord may carry.

C. Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Project, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant of the Project, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Paragraph 16 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Project or the Premises or the contents of the Project or the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

D. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Paragraph 16 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

17. REQUIREMENTS OF LAW; FIRE INSURANCE/HAZARDOUS MATERIALS:

A. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, including without limitation requirements of the Americans with Disabilities Act, with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.

B. For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

(1) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or the Project by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Project to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other

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governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

(2) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Paragraph 17. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Project to their condition existing prior to the appearance of Tenant's Hazardous Materials on the Premises. Tenant's obligations under this Paragraph 17 will survive the expiration or other termination of this Lease.

C. Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would (a) jeopardize or be in conflict with fire insurance policies covering the Project and fixtures and property in the Project; (b) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

18. CONDEMNATION: If the Premises or any portion thereof shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such taking. Tenant hereby assigns to Landlord any award which may be made in such taking, provided however, nothing contained herein shall be deemed to give Landlord any interest in nor require Tenant to assign to Landlord any award made to Tenant for the taking of Tenant's personal property and fixtures, nor for the interruption of or damage to, Tenant's business.

19. DESTRUCTION OF PREMISES: In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which declaration requires repair to either the Premises or the Building, Landlord shall make the repairs, provided that the damage is such, in Landlord's sole reasonable judgment, that under normal working conditions, repairs could be made within ninety (90) days, but partial destruction (including any destruction necessary in order to make repairs required by any declaration) shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made; and such work or repair shall be commenced promptly after the nature of the damage and degree of repair required is determined, any necessary permits from governmental authorities are obtained, and if appropriate, insurance adjustments completed. The proportionate reduction is to be based upon the extent to which the making of repairs shall interfere with the business carried on by Tenant in the Premises. If the damage be

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such, in nature or extent, that repairs could not be made within ninety (90) days as aforesaid, either party may terminate this Lease by giving written notice to the other party and if neither party elects to terminate then Landlord shall proceed nonetheless to make same, this Lease continuing in full force and effect and the rent to be proportionately abated, as in this Paragraph provided. Any repairs undertaken by Landlord in accordance with the foregoing shall be substantially completed as soon as practicable. A total destruction (including any destruction required by any authorized public authority) of either the Premises or the Building shall terminate this Lease.

20. EVENTS OF DEFAULT: The following events are referred to, collectively, as "events of default" or, individually, as an "event of default":

A. Tenant defaults in the due and punctual payment of Rent, and such default continues for 5 days after written notice from Landlord; however, Tenant will not be entitled to more than 1 written notice for monetary defaults during any 12-month period, and if after such written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;

B. Tenant vacates or abandons the Premises;

C. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;

D. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

E. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment;

F. Tenant fails to take possession of the Premises on the Commencement Date of the Term;
or

G. Tenant breaches any of the other agreements, terms, covenants, conditions, or rules and regulations that this Lease requires Tenant to perform, and such breach continues for a period of fifteen (15) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such fifteen(15) day period, if Tenant fails to diligently commence to cure such breach within fifteen (15) days after written notice from Landlord and to complete such cure within fifteen (15)days thereafter.

21. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT:

A. If any one or more events of default set forth in Paragraph 20 occurs then Landlord has the right, at its election:

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(1) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the Term fixed in such notice were the end of the Term;

(2) Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(3) Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the highest legal rate allowed by law, provided that Landlord will have no obligation to cure any such event of default of Tenant.

(4) Should Landlord elect to reenter as provided in subsection (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

(5) If any event of default occurs, the Landlord shall have the right, at its option, to declare (accelerate) the rents for the entire remaining Term and the rents and other indebtedness, if any, shall be immediately due and payable without regard to whether possession shall have been surrendered to or taken by the Landlord, and Landlord may commence action immediately thereupon and recover judgment therefor.

(6) During the period of any litigation between Landlord and Tenant regarding this Lease, whether or not Tenant shall have claimed payment of rent as a defense, Tenant shall be required to post with the Registry of the Court all past-due Rents and additional Rents as they come due. Tenant's failure to post such rents with the Court shall be grounds for

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the entry of an immediate order entitling Landlord to possession of the Premises forthwith.

B. In the event that Landlord does not elect to terminate this Lease as permitted in Paragraph 21(A)(1), but on the contrary elects to take possession as provided in Paragraph 21(A)(2), Tenant will pay to Landlord monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing Term, or the Premises covered by such new Lease include other Premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the Term of the new Lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the monthly rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

C. If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to monthly Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Paragraph 21(B). Landlord will be entitled to collect such damages from Tenant monthly on the day on which monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such monthly Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

- (1) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;
- (2) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (3) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;
- (4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the highest legal rate allowed by law on the date on which this Lease is terminated

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from the date of termination until the time of the award. The "worth at the time of award" of the amount referred to in Paragraph 23(C)(3) above is computed by discounting such amount at the discount rate of the United States Federal Reserve Bank, at the time of award plus 1%.

D. Any suit or suits for the recovery of the amounts and damages set forth in Paragraphs 21(B) and 21(C) may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

E. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Paragraph 21.

22. LANDLORD'S DEFAULT: Landlord shall in no event be in default in the performance of any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice from Tenant of such default, or such additional time as is reasonably required to correct any such default, which notice must specify wherein Landlord has failed to perform any such obligations.

23. CONDITION UPON SURRENDER OF PREMISES: At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

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24. **MISCELLANEOUS:**

A. RELOCATION/REDEVELOPMENT: Notwithstanding the foregoing, Landlord shall have the right to redevelop the Building and surrounding property. Landlord shall give Tenant a minimum of six (6) months' advance written notice of its intent to redevelop ("Redevelopment Notice"). If such redevelopment shall include a retail component compatible to Tenant's use, then Landlord agrees to offer to relocate Tenant to a comparable space in the redeveloped building. Should the redevelopment not include a compatible space, or should Tenant not agree within two (2) months after receipt of the Redevelopment Notice to be relocated, either party shall have the right to terminate the Lease. Failure by Tenant to provide a timely response to the Redevelopment Notice, or to agree to be relocated shall be deemed an election not to be relocated.

B. SIGNS: Tenant shall be permitted to purchase, at its sole cost and expense, standard signage as approved by Landlord. Landlord shall approve the placement of interior and exterior signage, including approval of any specifications and text.

C. ATTORNEY AND PARALEGAL FEES: In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney and paralegal fees, and including appellate and bankruptcy proceedings.

D. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, certified mail return receipt requested, postage prepaid, to Tenant or Landlord at the address shown below, or at such other places as may be designated by the parties from time to time. Notices shall be deemed delivered three (3) days following deposit of same with the United States Postal Service if sent as hereinabove specified

Landlord: St. Petersburg College
General Counsel's Office, District Office
PO Box 13489.
St. Petersburg, FL 33733

Tenant: ANF Services LLC

Principal/Owner

E. HOLDING OVER: Tenant will have no right to remain in possession of all or any part of the Premises after the expiration or earlier termination of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration or earlier termination of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, monthly Rent will be increased to an amount equal the greater of two times the Monthly Rent payable during

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the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. In addition to the payment of the increased Monthly Rent as set forth herein and all Additional Rent, Tenant shall be liable to Landlord for all costs, claims, losses or liabilities (including attorney's fees) which Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. In no way shall the increased Monthly Rent set forth herein or any other monetary or nonmonetary requirements set forth in this Lease be construed to constitute liquidated damages for Landlord's loss resulting from Tenant's holdover. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

F. TIME: Time is of the essence of this Lease.

G. HEIRS, ASSIGNS, SUCCESSORS: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

H. RULES AND REGULATIONS: Tenant shall abide by the rules and regulations (attached hereto as Exhibit "E") or as may be promulgated by Landlord from time to time provided by future rules and regulations do not hinder Tenant's use of the Premises. Violation of such rules and regulations, after notice and reasonable opportunity to cease or cure, pursuant to Paragraph 20 (G) shall constitute a breach of this Lease.

I. ESTOPPEL CERTIFICATE: Tenant shall execute an estoppel certificate requested by Landlord or any mortgagee of Tenant certifying to all material facts relevant to this Lease and Tenant's possession of the Premises within five (5) business days of request for same. If true, the estoppel certificate will certify that Tenant is in possession of the Premises, that this Lease is unmodified and in full effect (or, if modified, set forth the modifications), confirming through what date rent has been paid, and confirming that to Tenant's knowledge there is no existing default of Landlord or Tenant (or if any default, what is the nature of the default).

J. QUIET ENJOYMENT: Landlord covenants that upon Tenant's paying the Base Rent, Additional Rent, and any other sums due hereunder and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

K. ACCORD AND SATISFACTION: No endorsement or statement on any check or in any letter accompanying any check in payment of Base Rent, Additional Rent or any other sums due from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base Rent, Additional Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.

L. COUNTERCLAIM: Intentionally omitted.

M. WAIVER OF JURY TRIAL: LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, ON OR IN RESPECT TO ANY

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MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGES.

N. FORCE MAJEURE: Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond its control, which shall include, but shall not be limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within its reasonable control.

O. RELATIONSHIP OF PARTIES: The parties are only landlord and tenant and are not partners or in any other business relationship.

P. COMPLIANCE: Landlord and Tenant shall comply with any and all requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances, and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. In addition, Tenant shall provide a fully charged fire extinguisher in Premises.

Q. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord whose consent shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease. The sale or transfer of a majority of Tenant's voting stock (if a corporation) or partnership interest (if a partnership) or the occupancy of the Premises by any successor firm of the Tenant or by any firm into which or with which the Tenant may become merged or consolidated shall not be deemed an assignment of this Lease requiring the prior written consent of Landlord.

R. FLORIDA CONTRACT: This Lease has been made under and shall be construed and interpreted under and in accordance with the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Pinellas County, Florida or in the U.S. District Court for the Middle District of Florida, Tampa Division.

S. EXHIBITS: All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.

T. BROKER: Tenant warrants that it did not have dealings with any broker.

U. LEASE NOT TO BE RECORDED: Either party's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

V. CORPORATE WARRANTIES BY TENANT: If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:

A. Tenant is a valid and existing corporation;

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B. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;

C. All franchise and other corporate taxes have been paid to the date of the Lease;

D. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;

E. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.

W. INTERPRETATION OF LEASE PROVISIONS: The Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of the Lease shall be construed as though all parties hereto participated equally in the drafting of the Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable.

X. NO WAIVER: No waiver of any covenant or condition or the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, not to justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof; nor shall the acceptance of rent or other payment by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default; nor shall any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant shall be in default in any of its covenants or conditions hereunder, and acceptance by the Landlord of rental or other payment during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have, shall not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default in the manner provided for in the Lease.

Y. 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 your county public health unit. This notice is given pursuant to 404.056(8) Florida Statutes.

Z. PARKING: N/A

AA. JOINT AND SEVERAL LIABILITY: If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

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BB. LIMITATION ON RECOURSE: Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by Landlord.

CC. SEVERABILITY: If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

DD. LIEN FOR RENT: Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or on the Premises and such other property shall be and remain subject to such lien of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein or for services or costs relating to the Premises that the Tenant may hereafter agree to pay Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.

EE. LANDLORD'S FEES: Intentionally omitted.

FF. ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED: This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

Initials:

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written

Signed, sealed and delivered

Landlord:

in the presence of:

SIGNATURE

BY: _____

NAME

SIGNATURE

NAME

Tenant:

Signed, sealed and delivered

SIGNATURE

BY: _____

NAME

Its: _____

SIGNATURE

NAME

Initials:

Initials:

EXHIBIT "B"
Tenant's Work

Initials:

EXHIBIT "C"
Tenant's Work

Tenant's improvements to space shall meet the requirements listed below:

- (a) All tenant improvement plans and specifications for the work and for later alterations, additions, substitutions and improvements shall be submitted to the Landlord and preapproved by Landlord in writing.
- (b) No Premises work shall be initiated until Tenant shall have procured, so far as the same may be required by law from time to time, all permits, authorizations, reports and/or other necessary action of all municipal agencies and departments of governmental agencies and subdivisions having applicable jurisdiction;
- (c) All improvements shall be installed in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with applicable insurance requirements. All construction shall be done in conformity with all health and safety requirements and in a good and workmanlike manner;
- (d) Prior to the commencement of any work, and at Landlord's request, Tenant shall, at Tenant's expense, furnish to Landlord a payment and performance bond covering the cost of the work and the performance thereof;
- (e) All work shall be performed by duly licensed and qualified contractors and shall be approved by Landlord;
- (f) Tenant's work shall not at any time impede, or otherwise interfere with Landlord's work (as described in Exhibit "B" herein), or any other work being accomplished or performed by Landlord.
- (g) In connection with the completion of the work, (i) Tenant shall provide Landlord with sufficient proof that lien waivers have been obtained from all contractors, subcontractors, and material and labor suppliers performing work or providing labor in connection with the work; (ii) Tenant's architect shall have inspected the Premises and certified that the work has been completed in accordance with the approved plans and specifications; (iii) Tenant shall obtain a certificate of occupancy for the Premises, and (iv) Tenant's architect shall have issued a certificate of substantial completion which is in form and content customary in the industry. The general contractor shall be obligated to list as an attachment to the construction contract all contractors and subcontractors to be performing the work. The general contractor, shall be obligated to furnish Landlord with certificates of insurance with an insurance company that has an A.M. Best rating A VII naming Landlord and any other required entities as an additional insured which such policies shall include general liability insurance (occurrence form) as follows: \$2,000,000 Each Occurrence; \$2,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate; \$100,000 Fire Damage (Any One Fire); \$5,000 Medical Expense (Any One Person) as well as evidence of adequate workman's compensation, and commercial automobile liability coverage, \$1,000,000 minimum combined single limit;

Initials:

(h) Landlord may file and record at the time of the execution of this Lease a notice of nonresponsibility or a similar notice as may be provided by law, so that whenever any work shall be undertaken by Tenant on the Premises no mechanic's lien or lien for materials or labor could attach to or affect the reversionary status or other estate, right or interest of Landlord in and to the Land;

(i) All nonfixtures goods, effects, personal property, business and trade fixtures, machinery and equipment owned by Tenant and installed at Tenant's expense, shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Lease Term provided that any damage caused by such removal can be totally repaired and Tenant, in removing any of such property, does in fact repair all damage to the Premises and the Building caused by such removal;

(j) All alterations, additions, substitutions and improvements made and installed by Tenant pursuant to this Exhibit "C", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "C";

(k) Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon the property of Tenant which is located in the Premises.

Initials:

EXHIBIT "D"

BUILDING
RULES AND REGULATIONS

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of the Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Premises. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building. Any condition existing prior to the creation of a rule or regulation shall not be exempt from the operation of future rules or regulation.
2. Loading. All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
3. Animals. No animals or pets may be brought on or are permitted to be in the Building or Premises, except Services Animals.
4. Antennas. No radio or television antennas or other similar devices shall be installed without first obtaining, in each instance, Landlord's written consent. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds without, in each instance, Landlord's written consent. Any aerial so installed without such consent shall be subject to removal at any time without notice.
5. Noise. No loudspeakers, television, radio, music or other devices shall be used which cause noise to be heard outside the Premises or which exceed the City's noise ordinance. Tenant shall not make unreasonable noises, cause any vibrations to the Building, create disturbances or odors of any kind which emit from the Premises and which may be disruptive or offensive in anyway whatsoever to other tenants of the Building, their employees, agents, customers, or invitees.
6. Security. Tenant assumes full responsibility for protecting Premises from theft, robbery, and pilferage. Except during Tenant's normal business hours or whenever Tenant is using the Premises, Tenant shall keep all doors to the Premises locked and other means of entry secured. Doors shall not be left in a propped open position. Tenant shall provide Landlord with a passkey to Premises (for emergency repairs or inspections) and Tenant shall not change the locks to Premises without Landlord's approval. Landlord shall not be responsible for any lost or stolen property of any kind from Premises or public areas unless caused by Landlord and then only to the extent that the insurance required under the Lease is insufficient to cover such loss, after applicable deductible.
7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

Initials:

8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall not install any device or equipment to the water lines without Landlord's written approval.

9. Electrical Equipment. Tenant must obtain Landlord's prior written approval to install any equipment other than computers, typewriters, cash registers, adding machines, printers, dictating equipment, security devices, or devices to control lighting. Tenant may not use any power for operation of any equipment or device other than electricity.

10. Intentionally deleted

11. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.

12. Signs. No sign, placard, picture, advertisement, name or notice visible from outside the Premises shall be installed or displayed on any part of the interior or exterior of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord, using materials, and in a style and format approved by Landlord.

13. Hazardous or Toxic Substances. Tenant shall not bring any hazardous, toxic, flammable, corrosive, explosive or poisonous substance onto Premises except as may be contained in common products sold to the general public (such as cleaning products) that are also consistent with Tenant's use and, if such are used, Tenant shall properly dispose of them so as not to contaminate any property on or away from the Building. Tenant shall be solely responsible for any liability arising from the violation of this rule and shall indemnify and hold Landlord harmless, including reasonable attorney's fees, as to such matters.

14. Trash Disposal: Janitorial services, including trash disposal are provided during the evenings, Monday through Friday. **Tenant will share in their prorated share of such services. Tenant shall be responsible for cleaning and removal of trash of the leased space, as well as busing and keeping seating areas clean during hours of operation.**

15. Exterior Areas. The exterior areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas. Tenant shall not install awnings or structures of any kind on the exterior of the Building.

16. Installations. Tenant will refer to Landlord all contractors or installation technicians rendering any service for Tenant for Landlord's supervision and approval before performance of any contractual services including, but not limited to, installation of telephones, electrical devices and attachments, and installations of any kind affecting floors, walls, woodwork, trim, windows, ceilings, equipment or other physical portions or services of the Building. Any heavy or unusual item may be installed only with Landlord's prearranged consent. Landlord may designate placement of such items for weight load factors.

17. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles

Initials:

located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent same. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building.

18. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.

19. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

Initials:

54616

EXHIBIT "E"
ACADEMIC CALENDAR

Available at <https://go.spcollege.edu/calendar/>

LEASE ADDENDUM

54616

THIS ADDENDUM dated _____, is hereby agreed to and made a part of that certain lease agreement dated _____, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, designated "Landlord" and _____, herein designated "Tenant" (the "Lease").

WHEREAS the parties hereto agree to the following terms and conditions, and to amend certain provisions as described herein, in reference to the above mentioned Lease:

1. Hours of Operation – Hours of operation shall be 7 am to 7 pm, Monday through Thursday, and 7 am to 3:30 pm on Friday. Any changing of hours will be negotiated with Landlord if needed. Tenant can be open additional hours if warranted.

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written:

Signed, sealed and delivered

Landlord:

in the presence of:

BY: _____

SIGNATURE

NAME

SIGNATURE

NAME

Signed, sealed and delivered

Tenant:

SIGNATURE

BY: _____

NAME

Its: _____

SIGNATURE

NAME

Leepa-Rattner Museum of Art (LRMA)

LRMA Board Members: Mary Mitchell-Avery, Anna Billiris, Dr. Clifford Brock, Eric Clark, Jason Dunkel, Dr. David Edmonds, Thomas Kidwell, Housh Ghovae, Patricia Haddad, Bill Heyser, Edward Hoffman, Dr. Barbara Hubbard, Joan Jennings, Linda Johnson, Carrie Root, William Schumacher, Vonda Woods, Dr. Rodrigo Davis, Jesse Turtle, Gary Zion, and Dr. Tonjua Williams.

Upcoming Programs and Events:

- *Focus Friday* - November 1, 2019, 12-1pm. Join us in the galleries for an in-depth look at a single work of art. Led by one of the Museum's dedicated docents, this monthly program is a can't miss! FREE with admission.
- *Spiritualism Around the World* – November 3, 2019, 3-5pm. Take a trip around the world with LRMA's Director, Dr. Teresa Wilkins. Learn about cultural traditions, religion, ceremonies, and more! From Sagada in the Philippines to Benin, Nigeria, you'll learn about many of the people and places that influenced Deborah Masters' work. FREE with Museum admission.
- *LRMA BOT quarterly meeting* - Wednesday, November 6, 2019, 3-5pm.
- *Moccasin Lake Nature Park Student Art Reception* - 3-5pm. Join us for the opening of SPC's Environmental Science Art Show in the interactive gallery. FREE with admission.
- *Spirits and Their Stories* – November 16, 2019, 11am. LRMA and the Tarpon Springs Area Historical Society have partnered to offer an intriguing, double-venue program inspired by the Museum's special exhibition. You'll begin your afternoon at the Museum with a curator's tour of the special exhibition and enjoy a light lunch in the Interactive Gallery. From there you'll depart to Cycadia Cemetery for a walking tour led by actors portraying historical figures buried there! Advanced purchase required. Admission includes lunch.
- *Star Spangled Art Show Reception* - Sunday, November 16, 2019 - 3- 5pm.
- *Leap Into Art* - Wednesday, November 20, 2019 - 3:30-5pm. Join us for LRMA's monthly program in partnership with Palm Harbor Library where children explore the literary arts and take part in visual art making activities. FREE with admission.
- *Art, Books, and Community Reading Club* -Monday, November 25, 2019 - 11am-12pm.
- *LRMA's First Annual Thank-a-Thon* - Monday, November 25, 2019. LRMA staff take part in a day of thanksgiving, phoning each donor and volunteer who has supported the Museum over the past year. This important event demonstrates the level of personal attention and pride that LRMA is known for and encourages a culture of giving.
- *Museum Store Sunday* - Sunday, December 1, 2019. You know about Black Friday and Small Business Saturday, but Sunday celebrates Museum Stores! Come shop at Isabelle's, LRMA's gift shop, where you can pick up one of a kind treasures and local arts for yourself and your loved ones. All sales benefit the Museum and enable us to continue to provide world-class exhibitions and educational programs.
- *Giving Tuesday* - Tuesday, December 3, 2019. Join us in a day of philanthropy and give back to the organizations that do so much for your community. This annual giving campaign will launch across all social media platforms, e-mail, and a post-card mailing with funds contributing to LRMA's operations

Institute for Strategic Policy Solutions (ISPS)

ISPS Board Members: Bridgette Bello, Ken Burke, George Greer, Watson Haynes, Dick Jacobs, Laurie King, Kathleen Peters, Debra Prewitt, Irene Sullivan, and Tonjua Williams.

Update on Executive Director Search: Interviews have commenced. At the conclusion of the first round of interviews, the committee moved forward two candidates. The two candidates presented to some committee members, along with ISPS Board Member, Irene Sullivan. In addition, both the 1st and 2nd round interviews were recorded and shared with the interview committee and ISPS Board. Thus, feedback has been solicited from interview committee and the ISPS Board. The final two candidates have been moved forward for an interview with President Williams.

Upcoming Programs: The Artificial Intelligence program is slated for October 30. So far there are 73 registrations (with 7 being students). The annual Great Debate is set for November 14th at the Seminole Campus. A Democracy 101 is in the planning stages. Civic Advance is being planned and is slated for December 12-13, 2019 at the Seminole Campus. The Sea Level Rise Collaborative will be presenting to PTK at Seminole. Lastly, SPC's Social and Behavioral Sciences in partnership with Eckerd College and Legacy 56 are meeting to combine forces for a spring program.

ST. PETERSBURG COLLEGE FOUNDATION BOARD REPORT 11-19-19

What is the SPC Foundation: The St. Petersburg College Foundation, Inc. is a 501(c)(3) corporation chartered as a direct support organization of St. Petersburg College. The St. Petersburg College Foundation, Inc. promotes the practice of philanthropy through partnerships with the community for the advocacy of higher education in general and specifically at SPC, for (1) the provision of student scholarships, awards and grants, (2) the advancement of teaching and instructional services, (3) new and improved facilities and (4) state-of-the-art technology. A prominent Board of Directors who represent a diverse mix of professional, business and civic leadership lead the SPC Foundation. The SPC Foundation seeks to create an environment of collaboration and support between the College and a broad constituency of stakeholders.

Foundation's Mission: The mission of the SPC Foundation is to accept and prudently manage all gifts including cash, securities, property, bequests and trusts and help advance the objectives of the College through a broad range of scholarships and program grants.

History: The St. Petersburg College Foundation was founded September 1980.

Board Members: Joseph G. Blanton, Josh Bomstein, Johnny V. Boykins, R. Michael Carroll (Chair), Stephen Cole, Robert J. Fine, Robert L. Hilton, Beth Horner, Bill McCloud, Angie McCourt, Brian Miles (Treasurer), Steven R. Shepard, Shan Shikarpuri, Nathan Stonecipher (SPCF/BOT), Jesse Turtle (Secretary), Richard Winning and Tonjua Williams

Financials: As of October 31, 2019 the Foundation has met 78% of its fundraising goal for the year, there is still another 5 months in the Foundation's fiscal year that ends March 31, 2020. The Foundation has met 94% of its scholarship goal and 59% of its program goal for the year. The Titan Fund has reached 23% of its goal and expects to reach 100% of its goal by year-end. There is no comparable date for the Titan Fund for last fiscal year as this is a new fund. The Foundation raised \$86,740 for the 2019 First Generation Matching Grant Program. The deadline to report the dollars raised to the State is December 1, 2019 but we were able to report early since we had already met the goal. This year the State is matching these private donations with a 2:1 match, instead of the usual 1:1 match, so St. Petersburg College will receive \$173,480 for First Generation in College students, bringing the total to \$260,220 (Private donations plus State Match) in scholarships for first generation in college students at SPC. The awards will be divided between Fall 2019 and Spring 2020.

Current Highlights:

- The SPC Alumni Association held its Second Annual Alumni Mixer at the SPC Bay Pines STEM Center with nearly 200 in attendance.
- The 2019-20 Silverberg Endowment for Academic Excellence and Titan Achievement Grant Recipients have been announced. Fifteen grants were awarded totaling \$40,000 support. The Bank of Tampa, Fifth Third Bank, Wells Fargo Bank, Doug Gates/Raymond James and Jane Silverberg gave lead support of the program.
- The SPC Foundation raised approximately \$16,000 to support the Pearls & Portfolios Symposium and the Keys to Manhood Conferences. Both events were held on Oct 11. Among the sponsors were: Fifth Third Bank, Verizon, Transamerica, GTE Financial and Brown & Brown of Florida.
- On October 29th, the Foundation held a Board Retreat to work on the Foundation's fundraising principles.
- On October 22nd, the Foundation sponsored the SPC Discovery Day with \$10,000 gift and raised another \$3,000 from community partners. The community partners were Suncoast Credit Union and Valic/AIG.

- On October 30 & 31, the Foundation Scholarship Team convened the Scholarship Selection Committee to review nearly 1,900 scholarship applications for the Spring Term.

PALLADIUM BOARD REPORT NOV. 2019

Organization and Staffing: Palladium is preparing a multi-year reorganization proposal that addresses the continued growth of the business and the retention and professional development of our staff. The Palladium added Kellie Harmon as Assistant House Manager in October. This new hire, along with a full-time addition to our technical staff in the last FY were needed to meet our growing business operation.

Recognitions: Palladium was named *Best Of The Bay* by Tampa Bay Magazine in the category: *Best Community Performing Arts Center*. Tampa Bay Metro also recognized the Palladium in its *Best Of The Bay* edition. Creative Loafing recognized the Palladium's jazz programming in a story titled: "*Where Jazz Lives: St. Petersburg's Palladium Theater leads the way.*"

Current highlight: The Palladium is partnering with The Carter Woodson African American Museum to present *Classic Black: A Tribute to Marian Anderson*. The concert celebrates the 80th anniversary of Anderson's legendary outdoor concert on the National Mall. Classic Black opens on the steps of the Palladium, then moves inside with an array of local performers. **Sunday, Nov. 10, 4:30 p.m.**

The Future: In the spring of 2020 the Palladium will launch a major fundraising campaign to replace the existing seats and make technical improvements in Hough Hall. The campaign is projected to raise \$1 million-plus in private donations and will work in partnership with the SPC Foundation. The theater is not seeking direct funding from SPC for these improvements.

See www.mypalladium.org for a complete listing of shows and events.

St. Petersburg College
Operating Budget Report
October 31, 2019

	Prior Year Budget	Prior Year Actual	Budget	Actual	% of YTD
Revenue					
Student Tuition	\$ 50,779,769	\$ 31,262,520	\$ 50,523,216	\$ 30,033,499	59.4%
State Appropriation - FCS	\$ 51,475,043	\$ 17,158,302	\$ 60,811,965	\$ 20,270,604	33.3%
State Appropriation - Lottery	\$ 16,598,793	\$ -	\$ 9,443,975	\$ -	0.0%
State Appropriation - 2+2 Student Success	\$ -	\$ -	\$ 970,703	\$ 323,567	33.3%
State Appropriation - Work Florida	\$ -	\$ -	\$ 687,535	\$ 229,178	33.3%
Performance Funding	\$ 3,514,400	\$ 1,171,467	\$ -	\$ -	0.0%
Learning Support Access Fee	\$ 1,607,832	\$ 947,049	\$ 1,607,832	\$ 907,722	56.5%
Distance Learning Fee	\$ 3,995,700	\$ 2,267,183	\$ 3,995,700	\$ 2,270,244	56.8%
Technology Fee	\$ 2,476,437	\$ 1,530,367	\$ 2,476,437	\$ 1,460,534	59.0%
Lab Revenue Fees	\$ 1,575,099	\$ 1,185,898	\$ 2,114,157	\$ 1,023,441	48.4%
Industry Certifications	\$ 500,000	\$ -	\$ 700,000	\$ -	0.0%
Other Revenues	\$ 5,187,048	\$ 1,828,236	\$ 5,167,110	\$ 2,616,645	50.6%
Other Student Fees	\$ 1,065,052	\$ 274,334	\$ 864,805	\$ 272,950	31.6%
Fund Transfers In	\$ 3,103,706	\$ 332,050	\$ 2,500,000	\$ 661,374	26.5%
Reserve	\$ 1,000,000	\$ -	\$ 1,677,908	\$ -	0.0%
Total Revenue	\$ 142,878,878	\$ 57,957,408	\$ 143,541,343	\$ 60,069,758	41.8%
Personnel & Benefits					
Instructional/Faculty-Full time	\$ 25,749,327	\$ 9,122,434	\$ 24,375,480	\$ 8,765,419	36.0%
Administrative & Professional	\$ 23,585,641	\$ 7,551,598	\$ 24,570,371	\$ 7,642,123	31.1%
Career Service (includes OT)	\$ 19,183,840	\$ 5,763,437	\$ 18,565,584	\$ 5,486,919	29.6%
Adjunct	\$ 8,939,647	\$ 2,250,228	\$ 9,073,492	\$ 2,508,210	27.6%
Supplemental	\$ 4,202,945	\$ 1,377,709	\$ 4,871,945	\$ 1,565,056	32.1%
Other Personal Services (OPS)	\$ 2,019,316	\$ 601,530	\$ 1,853,669	\$ 470,309	25.4%
Student Assistants	\$ 428,000	\$ 79,399	\$ 422,851	\$ 63,665	15.1%
Health Insurance	\$ 14,423,171	\$ 5,177,963	\$ 14,490,795	\$ 4,129,559	28.5%
Other Benefits	\$ 11,827,326	\$ 3,997,061	\$ 12,026,259	\$ 3,958,248	32.9%
Other Personnel Expenses	\$ -	\$ -	\$ 1,499,298	\$ -	-
Total Personnel & Benefits	\$ 110,359,214	\$ 35,921,358	\$ 111,749,744	\$ 34,589,510	31.0%
Current Expense					
Bad Debt/Unemployment	\$ 1,003,331	\$ (46,699)	\$ 1,150,000	\$ (47,473)	-4.1%
Insurance (Non Health)	\$ 1,811,245	\$ 1,237,242	\$ 1,877,472	\$ 1,233,975	65.7%
Repairs & Maint	\$ 931,034	\$ 297,101	\$ 1,152,501	\$ 357,208	31.0%
Scholarships/Fee Waivers	\$ 2,424,463	\$ 1,289,395	\$ 2,495,326	\$ 1,396,197	56.0%
Services and Fees	\$ 6,006,449	\$ 1,544,786	\$ 4,332,692	\$ 1,772,352	40.9%
Materials and Supplies	\$ 4,693,926	\$ 1,123,090	\$ 4,518,483	\$ 1,173,009	26.0%
Travel	\$ 350,000	\$ 102,303	\$ 547,120	\$ 80,043	14.6%
Utilities	\$ 5,527,258	\$ 1,912,191	\$ 5,296,453	\$ 2,062,373	38.9%
Other Current Expense	\$ 3,296,339	\$ 864,944	\$ 4,125,173	\$ 506,314	12.3%
Tech Expense/Licensing	\$ 3,695,983	\$ 1,280,279	\$ 3,519,760	\$ 1,331,374	37.8%
Total Current Expense	\$ 29,740,028	\$ 9,604,632	\$ 29,014,980	\$ 9,865,374	34.0%
Capital					
Computer Refresh Leases	\$ 2,390,037	\$ 563,141	\$ 2,454,075	\$ 253,115	10.3%
Capital Purchases	\$ 389,599	\$ 78,651	\$ 322,544	\$ 41,329	12.8%
Total Capital	\$ 2,779,636	\$ 641,793	\$ 2,776,619	\$ 294,444	10.6%
Total Operating	\$ 142,878,878	\$ 46,167,783	\$ 143,541,343	\$ 44,749,328	31.2%
Balance	\$ -	\$ 11,789,625	\$ -	\$ 15,320,430	