#### **AGENDA**

# ST. PETERSBURG COLLEGE BOARD OF TRUSTEES August 18, 2020

St. Petersburg College Seminole Campus (Conference Center)
9200 113<sup>th</sup> Street N
Seminole, FL

#### **ANNUAL ORGANIZATIONAL MEETING: 9:00 A.M.**

#### I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

#### II. RECOGNITIONS

- A. Presentation of Retirement Resolutions and Motion for Adoption
  - 1. Dr. Katherine Woods (Attending)
- B. SPC Spotlights
  - 1. New Vice President, Academic Affairs
  - 2. New Equity Diversity and Inclusion Director

#### C. Annual Organizational Meeting

- 1. Election of Chairperson
- 2. Election of Vice Chairperson
- 3. Selection of Day for Regular Monthly Board Meetings
- 4. Selection of Time for Regular Monthly Board Meetings
- 5. Designation of Location for Special Board Meetings Held at Locations Other than the EpiCenter
- D. Appointment of Board Members to Direct Support Organization Boards: SPC Foundation, Inc; Institute for Strategic Policy Solutions and Leepa-Rattner Museum of Art, Inc. (Action)

#### III. COMMENTS

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

#### IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of June 16, 2020 (Action)

Board of Trustees' Workshop of July 27, 2020 (Action)

#### V. MONTHLY REPORTS

A. General Counsel

#### VI. STRATEGIC FOCUS

- A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT
  - 1. Fall 2020 Enrollment Summary Dr. Patrick Rinard, Associate Vice President, Enrollment Services (*Presentation*)\*
  - 2. Midtown Technology Enhancements Ms. Eired Eddy, Government Relations Director (*Presentation/Action*)\*

#### VII. CONSENT AGENDA

- A. OLD BUSINESS (items previously considered but not finalized) None
- B. NEW BUSINESS
  - 1. ADMINISTRATIVE MATTERS
    - a. Human Resources
      - i. Personnel Report (Action)
      - ii. Health Insurance Proposal (Action)
  - 2. Workforce, Community, and Corporate Partnerships Curriculum Changes (Action)
  - 3. GRANTS/RESTRICTED FUNDS CONTRACTS
    - a. Institute of Museum and Library Services (IMLS) IMLS CARES Act Grant for Museums and Libraries (*Action*)
    - b. Spectrum—Digital Education Grant (Action)
    - c. Department of Labor Occupation Safety and Health Administration (OSHA), Susan Harwood Training Grant Program (*Action*)
    - d. Florida Department of Education Governor's Emergency Education Relief (GEER) Fund, under CARES Act, Rapid Credentialing Grant Program (Action)
  - 4. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000
    - a. Oracle PeopleSoft Campus Agreement (Action)
  - 5. Other
    - a. District Office Sale of Real Property Proposal (Action)
    - b. Microsoft Campus Agreement Students, Staff, Faculty & Administrative (Action)
    - c. WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas Training Agent Agreement (Action)
    - d. Lease Agreement with Natures Table, St. Petersburg Tarpon Springs Campus (Action)

#### VIII. INFORMATIONAL REPORTS

- A. Direct Support Organization
  - 1. Leepa-Rattner Museum of Art (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)\*
- D. Quarterly Informational Report of Contract Items (*Information*)
- E. Quarterly Informational Report of Exempt and Non-Exempt Purchases (*Information*)
- F. Quarterly Repot of Dell Financial Agreements (*Information*)
- IX. PROPOSED CHANGES TO BOT RULES MANUAL Public Hearing None
- X. PRESIDENT'S REPORT
- XI. NEXT MEETING DATE AND SITE

September 15, 2020, St. Petersburg Gibbs Campus, Student Success Center

#### XII. ADJOURNMENT

ST. PETERSBURG COLLEGIATE HIGH SCHOOL GOVERNING BOARD MEETING TO IMMEDIATELY FOLLOW – Presenter: Starla Metz, Associate Vice President, St. Petersburg Collegiate High Schools (see separate agenda)

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting August 18, 2020, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

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

#### \*No packet enclosure

Date Advertised: August 7, 2020



# Vice President, Academic Affairs

# Dr. Matthew Liao Troth



- Dr. Matthew Liao-Troth is an experienced academic leader with a deep understanding of the pivotal role higher education plays in transforming lives. He has served as Senior Vice President and Provost, Dean, Department Chair, Graduate Programs Director, and Faculty Senate President in both the public and private areas of higher education.
- Dr. Liao-Troth most recently held the role of Senior Vice President and Provost at Hawai'i Pacific University, where he was responsible for academic affairs and student affairs, to ensure student success and academic integrity in fulfillment of the institutional mission
- Dr. Liao-Troth earned his PhD in Management and his MS in Management & Policy from the University of Arizona, his MBA from San Diego State University, and his BA in American Studies from the University of California, Santa Cruz.



# Equity, Diversity and Inclusion Director

# Dr. Devona Pierre



- For well over 15 years, she has served in public and private higher education organizations including in student and academic affairs, affirmative action, and equity, diversity, and inclusion. She has facilitated engaging training sessions with topics including race, racism, microaggressions, LGBTQIA, gender, ADA, and socio-economic status, among others.
- Dr. Pierre comes to us from the University of South Florida where she served in the Office of Diversity, Inclusion, and Equal Opportunity and focused on Faculty Diversity Initiatives and Affirmative Action. Her work has been geared towards the implementation of programs that seek to provide parity to marginalized populations within higher education.
- Dr. Pierre is a proud alumna of Dillard University in New Orleans, Louisiana and Auburn University in Alabama

#### MEMORANDUM

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

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

**SUBJECT:** 2020 – 2021 Proposed Board of Trustees Meeting Schedule

Approval is sought to schedule the 2020-2021 St. Petersburg College Board of Trustees meetings according to the proposed schedule below.

Proposed meeting dates and locations:

August 20, 2020 Seminole

September 24, 2020 St. Petersburg Gibbs

October 20, 2020 EpiCenter

November 17, 2020 Allstate Center

December 15, 2020 Epi Center, Collaborative Labs (Board Workshop)

January 26, 2021 EpiCenter

February 16, 2021 EpiCenter

March 23, 2021 Clearwater

April 20, 2021 EpiCenter

May 18, 2021 EpiCenter

June 15, 2021 EpiCenter

July None

### **Direct Support Organizations**

### 2019-2020 Current assignments

SPC Foundation, Inc.

Nathan Stonecipher

- Quarterly
- 11:30am 1:00pm
- SPC District Office

Institute for Strategic Policy Solutions

Bridgette Bello

- Quarterly; 6:00pm 7:00pm
- SPC EpiCenter

Leepa-Rattner Museum of Art

- Tommy Kidwell • Quarterly (Feb, May, Aug, Nov)
- 3:30pm -5:30pm
- SPC Tarpon Springs Campus

### MEMORANDUM

Board of Trustees, St. Petersburg College TO:

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	
Blackburn, Chrystal L	Captionist/Senior Interpreter	Accessibility Services CL	6/29/2020 - 6/30/2021	
Acosta, Rachel	Admissions Recruiter	Enrollment Management DO	6/29/2020 - 6/30/2021	
Kalloo, Annessa	Admissions Recruiter	Enrollment Management DO	6/30/2020 - 6/30/2021	
Landers, Michael A	Facilities Admin Coordinator	Facilities&Institutional Services DO	6/15/2020 - 6/30/2021	
Becton-McAbee, Belinda	Grant Writer	Institutional Research/Effect EPI	7/27/2020 - 6/30/2021	
Pierre, Devona	Equity Diversity & Inclusion Dir	President Office DO	8/10/2020 - 6/30/2021	
Liao-Troth, Matthew	VP, Academic Affairs	President Office DO	7/6/2020 - 6/30/2021	
Carver, Eric H	Acting Provost	Provost Office HEC	6/8/2020 - 6/30/2021	
Hicks, Jasmine	Certificate Prgm Coordinator	Workforce/Professnl Development EPI	6/29/2020 - 6/30/2021	
Preisel, Soyoung L	Certificate Program Coord	Workforce/Professnl Development EPI	6/29/2020 - 6/30/2021	
Boys, Jason	Director, Workforce Education	Workforce/Professnl Development DO	8/10/2020 - 6/30/2021	
TRANSFER/PROMOT	ION Budgeted Administrative & Pro	ofessional		
Name	Title	Department/Location	<b>Effective Date</b>	
Liswith, Audra D	College Placement Testing Coord	Academic & Student Affairs DO	7/1/2020 - 6/30/2021	
Proctor, Katherine E	Student Success Specialist	Admissions & Central Records DO	6/29/2020 - 6/30/2021	
Demers, Susan S	Dean, Pub Policy&Legal Studies	Baccalaureate Programs CL	7/4/2020 - 6/30/2021	
Meigs, Michael C	AVP, Accounting Bus & Fin Svcs	BusSVITSystems DO	7/27/2020 - 6/30/2021	
Bowman, Margaret E	Sr Academic Program Director	College of Education TS	7/13/2020 - 6/30/2021	
Tearett, Yalonda R	Career & Academic Advisor	Counseling & Advisement SPG	7/1/2020 - 6/30/2021	

Name	Title	Department/Location	Effective Date
Liswith, Audra D	College Placement Testing Coord	Academic & Student Affairs DO	7/1/2020 - 6/30/2021
Proctor, Katherine E	Student Success Specialist	Admissions & Central Records DO	6/29/2020 - 6/30/2021
Demers, Susan S	Dean, Pub Policy&Legal Studies	Baccalaureate Programs CL	7/4/2020 - 6/30/2021
Meigs, Michael C	AVP, Accounting Bus & Fin Svcs	BusSVITSystems DO	7/27/2020 - 6/30/2021
Bowman, Margaret E	Sr Academic Program Director	College of Education TS	7/13/2020 - 6/30/2021
Tearett, Yalonda R	Career & Academic Advisor	Counseling & Advisement SPG	7/1/2020 - 6/30/2021
Hunt, Janette N	VP, Finance & Business Ops	President Office DO	6/1/2020 - 6/30/2021
Marion, Amie N	Donor Engagement Manager	Resource Development DO	7/1/2020 - 6/30/2021

HIRE Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Sarcone, Danice M	Instructional Supp Specialist	Academic & Student Affairs HEC	6/1/2020
Fullerton, Barbara G	Administrative Svcs Specialist	Administrative Information Systems DO	6/15/2020
Conte, Michelle E	Sr Administrative Svcs Assist	Admissions & Central Records DO	8/10/2020
Vygovskiy, Spartak	Security Officer	Campus Security SPG	7/15/2020
Ortega, Joseph N	Student Support Specialist	Financial Assistance Services DO	7/13/2020
Theocharakis, Eleni W	Sr InstructionalSupportSpec1st	Institutional Research/Effect EPI	6/29/2020
Renninger, Grace M	Instructional Supp Specialist	Learning Resources HEC	7/27/2020

TRANSFER/PROMOTION Budgeted Career Service				
Name	Title	Department/Location	Effective Date	
Allen, Tara L	Student Support Advisor	Special Programs/Intl Educ DO	7/13/2020	
Shala, Merita	Student Support Advisor	Financial Assistance Services DO	6/15/2020	

HIRE Faculty			
Name	Title	Department/Location	Effective Date

Krueger, Amy Faculty Dental Hygiene HEC 8/1/2020

CONTINUING CONTRACT Faculty				
Name	Title	Department/Location	Effective Date	
Concepcion, Iris	Faculty	Nursing HEC	8/1/2020	

SUPPLEMENTAL Temporary			
Name	Title	Department/Location	Effective Date
Jones, Douglas A	OPS Career Level 1	Academic & Student Affairs DO	6/15/2020
Holloway, Kimberley S	Adjunct Faculty, Bach	Baccalaureate Programs AC	8/17/2020
Simmons, Cortnie R	Adjunct Faculty, Bach	Baccalaureate Programs DO	8/17/2020
Walker, Jessica M	Adjunct Faculty, Bach	Baccalaureate Programs DO	8/17/2020
Daniel, Jennifer D	OPS Career Level 5	Baccalaureate Programs DO	7/1/2020
Sibbio, Ralph A	Faculty - supplemental	Criminal Justice AC	8/3/2020
Bergwerff, Robyn A	Professional Trainer	Criminal Justice AC	7/7/2020
Staples, Janie K	Professional Trainer	Criminal Justice AC	7/27/2020
Ward, Michael S	Professional Trainer	Criminal Justice AC	7/6/2020
McCormick, Nicole C	Adjunct Faculty	Distance Learning TV SE	8/1/2020
Flanigan, Ashlie J	Adjunct Faculty	Early College/Dual Enrollment AC	8/17/2020
Collins, Rosemary L	Contributed Service	Early College/Dual Enrollment AC	8/17/2020
Duszynski, Lisa	Contributed Service	Early College/Dual Enrollment SE	8/17/2020
Toscani, Kris J	Contributed Service	Early College/Dual Enrollment AC	8/17/2020
Hayes, Tina C	OPS Career Level 3	Enrollment Management DO	7/22/2020
McCaman, Sharon P	Adjunct Faculty	Humanities & Fine Arts SE	8/1/2020
Reynolds, Zachary J	OPS Career Level 2	Mail & Distribution DO	8/10/2020
Carter, Julia L	Adjunct Faculty	Mathematics CL	8/17/2020
Blackett, Gavin	OPS Career Level 1	Natural Science SE	8/8/2020
Kiernan, Alfredo P	OPS Career Level 1	Natural Science SPG	8/8/2020
Lindmeier, Connie L	Faculty - supplemental	Nursing HEC	6/1/2020
Frazier, Brittney T	Adjunct Faculty	Provost Office HEC	8/17/2020
Fletcher, Chelsea N	Adjunct Faculty	Veterinary Technology HEC	8/1/2020

Title	Department/Location	Effective Date	
Adjunct Faculty	Baccalaureate Programs DO	7/13/2020	
Adjunct Faculty	Early College/Dual Enrollment SE	8/17/2020	
Adjunct Faculty	Early College/Dual Enrollment AC	8/17/2020	
Adjunct Faculty	Humanities & Fine Arts SE	8/17/2020	
Adjunct Faculty	Mathematics CL	8/17/2020	
Adjunct Faculty	Social & Behavioral Science SPG	8/10/2020	
Adjunct Faculty, HTF Nursing	Nursing HEC	8/17/2020	
Contributed Service	Early College/Dual Enrollment SE	8/17/2020	
Contributed Service	Early College/Dual Enrollment SE	8/17/2020	
Contributed Service	Early College/Dual Enrollment SE	8/17/2020	
Contributed Service	Early College/Dual Enrollment SE	8/17/2020	
Contributed Service	Early College/Dual Enrollment AC	8/17/2020	
Contributed Service	Early College/Dual Enrollment AC	6/1/2020	
Faculty - supplemental	Ethics CL	8/17/2020	
Faculty - supplemental	Ethics CL	8/17/2020	
OPS Career Level 2	Natural Science SPG	6/29/2020	
OPS Career Level 5	Learning Resources HEC	7/1/2020	
OPS Professional	Physical Therapist Asst HEC	6/15/2020	
	Adjunct Faculty Adjunct Faculty, HTF Nursing Contributed Service Contributed Service Contributed Service Contributed Service Contributed Service Contributed Service Faculty - supplemental Faculty - supplemental OPS Career Level 2 OPS Career Level 5	Adjunct Faculty	

Carol Sumter, Associate Vice President of Human Resources, bringing the actions forward, recommends approval.

LH 081020

August 18, 2020

#### **MEMORANDUM**

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

**FROM:** Tonjua Williams, President

**SUBJECT:** Workforce, Community, and Corporate Partnerships

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

Workforce Education, Technology: Added five new courses to respond to industry demands.

- HDW0500 CompTIA IT Fundamentals Certification (ITF+) Online
- NWT0805 Certified Info Systems Security Professional (CISSP) Online
- NWT0806 Certified Info Systems Security Professional (CISSP) Blended
- NWT0807 Certified Cloud Security Professional (CCSP) Online
- NWT0808 Certified Cloud Security Professional (CCSP) Blended

Workforce Education, Technology: Changed two courses to update course content.

- NWT0982 Cisco Certified Network Associate (200-301 CCNA)- Blended
- NWT0983 Cisco Certified Network Associate (200-301 CCNA)- Online

Workforce Education, Allied Health: Added three new courses to streamline and update older course offerings.

- HHP0272 IV Therapy Education with Lab for RNs and LPNs
- HHP0274 IV Certificate for Assistive Healthcare Personnel
- HHP0494 Local Anesthesia for the Dental Hygienist

Workforce Education, Lifelong Learning: Added one new online course to streamline and update older course offerings.

• AAP0032 College Math Prep and Exit Exam

## Approval is sought for the recommended change to Workforce Education courses within the 2020-2021 catalog year.

Workforce Education, International Language Institute: Added one new course to aid job seekers who are not native English speakers.

• LNG0700 English for Job Applications and Interviews

#### MEMORANDUM

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

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

**SUBJECT:** Institute of Museum and Library Services Coronavirus Aid, Relief, and Economic

Security Act Grants for Museums and Libraries

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Institute of Museum and Library Services (IMLS) by St. Petersburg College for its Coronavirus Aid, Relief, and Economic Security (CARES) Act Grants for Museums and Libraries. Permission is also sought to accept an estimated \$54,544 in funding over a two-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The IMLS is offering CARES Act Grants for Museums and Libraries to respond to community needs resulting from the COVID-19 pandemic. The grant focuses on preserving jobs, training staff, addressing the digital divide, planning for reopening, and providing technical support and capacity building for digital inclusion and engagement while prioritizing services for high-need communities. The goal of the grant is to support efforts to develop programs, tools, models, partnerships and other resources that will address immediate concerns and have the potential to inspire and benefit museums and libraries throughout the nation.

SPC has submitted an application to support the Leepa-Rattner Museum of Art (LRMA)'s 21st Century Museums: Collections Digitization Training and Implementation project. In response to the COVID-19 pandemic, the project will provide staff training in software and technology needed to implement the digitization of the Museum's collections to engage students and patrons in a digital environment. The challenge of being closed due to the pandemic has accelerated the need to engage patrons online by expanding its digital collections and online exhibitions. Funding will support training for museum staff in digital collections management and related software to create content and images for online exhibitions, and, expand LRMA's website. The project will enhance the Museum's ability to uphold best practices of digital collections stewardship, improve the preservation of its collections, and reduce barriers to access.

The estimated period of performance for the funding will be from September 1, 2020 through August 31, 2022. The total project budget is estimated to be \$54,544 over a two-year period. See attached Information Summary for additional information.

Jamelle Conner, Vice President, Student Affairs; Suzanne L. Gardner, General Counsel; Rodrigo Davis, Provost Tarpon Springs Campus; and Teresa Wilkins, Director, Leepa-Rattner Museum of Art, recommend approval.

Attachment ks0726202

### BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

**Date of BOT Meeting:** August 18, 2020

Funding Agency or Organization: Institute of Museum and Library Services

(IMLS)

Name of Competition/Project: Coronavirus Aid, Relief, and Economic Security

(CARES) Act Grants for Museums and Libraries

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

**Grant/Contract Time Period:** Start: 09/01/20 End: 08/31/22

**Administrator:** Rodrigo Davis

Manager: Teresa Wilkins

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

IMLS is offering CARES Act Grants for Museums and Libraries to respond to community needs resulting from the COVID-19 pandemic. SPC has submitted a proposal to support the Leepa-Rattner Museum of Art (LRMA) in recovering from the impact of COVID-19 and increasing its capacity for digital offerings. The grant will be used to provide training for staff in the technology needed to implement the digitization of the Museum's collections and archives. These efforts will support the Museum's continued commitment to lifelong learning opportunities, strengthen capacity of staff to serve its community through digital collections stewardship, and increase access to the arts for students and the community. Funding will be utilized to support: 1) training for museum staff in digital collections management using The Museum System software; 2) training in digital design software to create content and images for online exhibitions and related promotional materials; and, 3) expansion of LRMA's website to include a searchable database of collections alongside online exhibitions and programs.

#### **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.)

<b>Total Budget</b>	\$	54,544
Indirect Costs	<u>\$</u>	9,091
Printing	\$	2,000
Materials and Other Supplies	\$	1,000
Office supplies	\$	8,813
Training	\$	33,640

#### **Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind

Amount/value of match: Cash: N/A In-kind: N/A No X Required match or cost sharing: 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

matches listed below)
Total amount from funder:

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

Value(s): 1. Community Focus

2. Growth and Empowerment

\$ 54,544

\$ 54,544

Strategic Initiative(s):

1. Financial Vitality

2. Community Engagement

August 18, 2020

#### MEMORANDUM

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

FROM: Tonjua Williams, Ph.D., President (Ju

**SUBJECT:** Spectrum – Digital Education Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to Spectrum by St. Petersburg College for its Digital Education grant. Permission is also sought to accept an estimated \$38,671 in funding over a one-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

Spectrum's Digital Education Grant supports nonprofit organizations that educate community members on the benefits of broadband and how to use it to improve their lives. The grant provides communities in need with the necessary tools to grow and prosper in the digital age. SPC has submitted a proposal for its Midtown Technology Project to increase access to technology for the at-risk community of South St. Petersburg. SPC will utilize proposed funding to purchase laptop computers, hot spots and web cams for student lending, as well as equip one or more Midtown classrooms with desktop computers. With the majority of classes continuing online in Fall 2020 due to COVID-19, the laptop lending and related equipment will provide students the technology necessary for at-home learning that has become such a critical need, especially in the South St. Petersburg community where many families do not have access. The desktop computers will accommodate the addition of computer-enabled classes offered at the Midtown campus, increasing the number of students served and providing access to technology in education.

Overall, this program will provide increased access to technology and education for the South St. Petersburg community.

The estimated period of performance will be from September 1, 2020 through August 31, 2021. The total project budget is projected to be \$38,671, of which the College anticipates receiving the full award amount.

Jamelle Conner, Vice President of Student Affairs; Suzanne L. Gardner, General Counsel; and Dr. Tashika Griffith, Provost, recommend approval.

Attachment ks0726202

### BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

**Date of BOT Meeting:** August 18, 2020

Funding Agency or Organization: Spectrum

Name of Competition/Project: Digital Education Grant

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

Grant/Contract Time Period: Start: 09/01/2020 End: 08/31/2021

**Administrator:** Tashika Griffith

Manager: Patrick Booth

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

Spectrum's Digital Education Grant supports the importance of broadband by providing communities in need with the necessary tools to grow and prosper in the digital age. SPC has submitted a proposal for its Midtown Technology Project to increase access to technology for the at-risk community of South St. Petersburg. SPC will utilize proposed funding to purchase laptop computers, hot spots and web cams for student lending. With the majority of classes continuing online in Fall 2020 due to COVID-19, the laptop lending and related equipment will provide students the technology necessary for at-home learning that has become such a critical need, especially in the South St. Petersburg community where many families do not have access. The grant will also provide funds to equip a Midtown classroom with desktop computers. Capacity for computer-enabled classes is currently limited at the Midtown campus due to lack of computer labs. Students rely on these foundational classes to advance in their degree plans. The proposed desktop computers will accommodate the addition of computer-enabled foundational classes offered at the Midtown campus, increasing the number of students served and providing critical access to technology in education.

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

Personnel	\$	N/A
Travel	\$	N/A
Student Support (technology lending)	\$	9,010
Classroom computers	\$	24,908
Other supplies and materials	\$	1,237
Indirect costs	\$_	3,516
Total Budget	\$	38,671

#### **Funding:**

Total proposal budget: (includes amount requested from funder, cash and other

funding listed below) 38,671 Total amount from funder: 38,671 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/ANegotiated 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. Growth and Empowerment

3. Equity

Strategic Initiative(s):2. 1. Academic Excellence

2. Economic Mobility

#### MEMORANDUM

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

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

**SUBJECT:** U.S. Department of Labor Susan Harwood Training Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Labor by St. Petersburg College for the Susan Harwood Training Grant. Permission is also sought to accept an estimated \$124,592 in funding over a one-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The Susan Harwood Training Grant provides funding to deliver training to eligible workers and employers on a targeted occupational safety and health topic. Training must reach workers and employers from multiple small businesses and should focus on identifying and preventing occupational safety and health hazards in high-hazard industries, training on new Occupational Safety and Health Administration (OSHA) standards, training on workplace hazards identified in the DOL Strategic Plan; or training workers and employers in small businesses with 250 or fewer employees.

SPC has submitted a proposal to develop and deliver OSHA training on mitigating the effects of COVID-19 in the workplace. Geared toward those in the hospitality and service industries, the short-term training course, OSHA COVID-19 Guidelines for the Workplace, will target workers and employers in small businesses, especially those in at-risk areas of Pinellas County, such as South St. Petersburg and Clearwater. Based on the OSHA Pamphlet Guidance on Preparing Workplaces for COVID-19, the instructor-led online training will educate employees and employers about the risk of SARS-CoV-2 exposure associated with workers' job tasks and activities, recommended protective equipment appropriate for their current duties, and critical hygiene and social distancing practices for the workplace. With two modules, one for employees and one for employers, the proposed training will equip businesses and employees with tools and strategies to mitigate the impacts of COVID-19 by implementing best practices on proper safety protocols.

The estimated period of performance for the funding will be from September 30, 2020 through September 30, 2021. The total project budget is estimated to be \$124,592 over a one-year period. See attached Information Summary for additional information.

Matthew Liao-Troth, Vice President, Student Affairs; Suzanne L. Gardner, General Counsel; and Michael Ramsey, Dean, Workforce Development, recommend approval.

Attachment ks0726202

### BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

**Date of BOT Meeting:** August 18, 2020

Funding Agency or Organization: U.S. Department of Labor

Name of Competition/Project: Susan Harwood Training Grant

OSHA COVID-19 Guidelines for the Workplace

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

**Grant/Contract Time Period: Start:** 09/30/20 **End:** 09/30/21

**Administrator:** Michael Ramsey

Manager: Sondra Seiter

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

The Susan Harwood Training Grant provides funding to deliver training to eligible workers and employers on a targeted occupational safety and health topic. SPC has submitted a proposal to develop and deliver OSHA training on mitigating the effects of COVID-19 in the workplace. Geared toward those in the hospitality and service industries, the short-term training course, OSHA COVID-19 Guidelines for the Workplace, will target workers and employers in small businesses, especially those in at-risk areas of Pinellas County, such as South St. Petersburg and Clearwater. Based on the OSHA Pamphlet Guidance on Preparing Workplaces for COVID-19, the instructorled online training will educate employees and employers about the risk of SARS-CoV-2 exposure associated with workers' job tasks and activities, recommended protective equipment appropriate for their current duties, and critical hygiene and social distancing practices for the workplace. With two modules, one for employees and one for employers, the proposed training will equip businesses and employees with tools and strategies to mitigate the impacts of COVID-19 by implementing best practices on proper safety protocols. The grant will serve 200 workers through the employee course, and 50 employers in the employer course, serving a total of 250 participants. Funding will be utilized for staff and instructors to implement the course, curriculum development, training materials, and technology for instructors and participants.

#### **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	\$	43,548
Fringe	\$	13,449
Travel	\$	3,135
Supplies	\$	24,370
Contractual	\$	10,000
Other	\$	5,000
Indirect Costs	<u>\$</u>	25,090
Total Budget	\$	124,592

### **Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind

matches listed below) \$ 124,592 Total amount from funder: \$ 124,592

Amount/value of match: Cash: N/A

In-kind: N/A

Required match or cost sharing:

Voluntary match or cost sharing:

No X
Yes
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. Community Focus

2. Growth and Empowerment

Strategic Initiative(s): 1. Community Engagement

August 18, 2020

#### MEMORANDUM

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

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

**SUBJECT:** Florida Department of Education – Governor's Emergency Education Relief

(GEER) Fund, under CARES Act, Rapid Credentialing Grant Program

Confirmation is sought for a grant proposal, submitted subject to Board of Trustees' approval, to the Florida Department of Education by St. Petersburg College for the Governor's Emergency Education Relief (GEER) Fund, under CARES Act, Rapid Credentialing Grant Program. Permission is also sought to accept an estimated \$2,283,020 in funding over a two-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The Governor of Florida, through the funding allocated under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, is seeking to assist Florida College System institutions and district postsecondary technical centers in their ability to enroll and complete students in short-term, in-demand workforce/career and technical education (CTE) credentialing and certificate programs. Funds are directed to connecting those unemployed, underemployed, or furloughed with training in an in-demand area of the regional workforce board. Funds may be used to purchase necessary equipment, underwrite costs associated with administering in-demand non-credit industry certification preparation or clock hour career certificate programs, or for-credit short-term CTE courses/programs. SPC is proposing to utilize the funding to support the enhancement of current workforce programs, as well as the development of additional programs that can be launched and have student completers by May 2021.

Funding is formula based and requires that 25% of the grant award be matched with another cash funding source. Additionally, the institutions must spend 75% of funds on CTE programs that lead to middle to high wage employment.

The estimated period of performance will be from August 30, 2020 through September 30, 2022. SPC is anticipating an award of \$2,215,628 over the two-year period. See attached Information Summary for additional information.

Matthew Liao-Troth, Vice President of Academic Affairs; Suzanne L. Gardner, General Counsel; and Michael Ramsey, Dean of Workforce Development, recommend approval.

Attachment ks0726202

### BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

**Date of BOT Meeting:** August 18, 2020

Funding Agency or Organization: Florida Department of Education

Name of Competition/Project: Governor's Emergency Education Relief

(GEER) Fund, under CARES Act, Rapid

**Credentialing Grant Program** 

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

Grant/Contract Time Period: Start: 8/30/20 End: 9/30/22

**Administrator:** Michael Ramsey

Manager: Jason Krupp

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

Under the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, Florida has enacted the Rapid Credential Grant, a part of the Governor's Emergency Education Relief (GEER) Fund. The purpose of this funding is to assist Florida College System (FCS) institutions and district postsecondary technical centers in their ability to enroll and complete students in short-term, in-demand workforce/career and technical education (CTE) credentialing and certificate programs. This formal funding is to connect those unemployed, underemployed, or furloughed with training in an in-demand area of the regional workforce board. Funds may be used to purchase necessary equipment, underwrite costs associated with administering in-demand non-credit industry certification preparation or clock hour career certificate programs, or for-credit short-term CTE courses/programs.

To meet the purpose of this funding, SPC has identified a variety of short-term training programs that lead to mid/high wage employment in area such as IT, Healthcare, Business, Manufacturing, and Public Safety. To support students being placed in employment upon completion, SPC consulted with CareerSource Pinellas, employers, and industry to determine the key trainings and certifications to be offered. Funding will be used to support student recruitment and placement, through outreach activities, as well as tuition and fees. Further promoting student success, the grant is used for tutors, test preparation courses, and industry certifications fees, etc. In addition to enhancing current programs through the purchase of equipment and software, funding will be used to develop new programs, not currently offered, which local industry demand such as Lineworker, Certified Clinical Medical Assistant, and Drone Operator. To address the needs of the currently unemployed and underemployed individuals, all proposed program will be offered no later than Spring 2021, with opportunities to complete by May 2021.

#### **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 (Salary & Benefits)	\$	577,080
Professional Development	\$	27,025
Outreach	\$	123,500
Materials & Supplies	\$	102,919
Equipment & Software	\$	734,836
Other: Industry Certification Fees, Curriculum	\$	124,555
& Preparation for Testing		
Other: Scholarships, Tuition and Fees	\$	515,713
Other: Data Tracking	\$	10,000
Total	\$2	,215,628

#### **Funding:**

Other:

Total proposal budget: (includes amount requested from funder, cash and in-kind

matches listed below) \$2,770,452 Total amount from funder: \$2,215,628

Amount/value of match: Cash: \$553,907 (current grant funding

including Perkins, Duke Energy, DEO, City

of St. Petersburg, and FLDOE)

In-kind: N/A Required match or cost sharing: Yes X No 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/AEquipment: N/A Services: N/A Staff Training: N/A FTE: N/A

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

Value(s):	1. Student Focus	
	2. Academic Excellence	
	3. Partnerships	
	4. Outstanding Service	
Strategic Initiative(s):	<ol> <li>Recruitment and Retention Pl</li> </ol>	an
	2. Pathways Initiative	
	3. Employee Professional Devel	opment

N/A

August 18, 2020

#### **MEMORANDUM**

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

FROM: Dr. Tonjua Williams, President

**SUBJECT:** Oracle PeopleSoft Campus Agreement – Students, Staff, Faculty &

Administrative

Approval is sought to extend the existing technical support services agreement with Oracle for PeopleSoft software, including HRMS, Financials, Student Administration, and Portal application suites. HRMS applications include Human Resources, Benefits Administration, Payroll, Time and Labor, and Self-Services. Financials applications include General Ledger, Purchasing, Accounts Payable, and Asset Management. Student Administration applications include Admissions, Student Records, Academic Advisement, Campus Community, Financial Aid, and Student Financials. Portal includes Financials Pack, HRMS Pack, and Interaction Hub.

The agreement extends our current contract for a three (3) year term beginning October 1, 2020 through September 30, 2023.

The yearly cost is \$481,899.04, with total expenditure for three years of \$1,445,697.11, based on estimated student/staff/faculty FTE.

Janette Hunt, Vice President, Administrative/Business Services & Information Technology, and Zoran Stanisic, CIO, recommend approval.

av072020

#### **MEMORANDUM**

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

FROM: Dr. Tonjua Williams, President

**SUBJECT:** Microsoft Campus Agreement – Students, Staff, Faculty & Administrative

Approval is sought to extend the existing agreement with Microsoft for licensing of Microsoft software and services including Windows Operating System (OS), Office Suite, MS Azure Cloud Services and Office365 Email for all student, faculty and staff and other related Microsoft academic and administrative software and services.

The agreement extends our current contract for a three (3) year term beginning September 1, 2020 through August 31<sup>st</sup>, 2023.

Based on the college's student, staff and faculty headcounts and use of Microsoft products and services, the estimated first year agreement commitment is \$331,000, estimated second year commitment is \$337,000, and estimated third year commitment is \$343,000. In addition, there could be a supplementary 5% per year in possible overage costs due to increased use of cloud services due to disaster planning and preparation.

The anticipated total expenditure will not exceed \$1,061,550 for the three-year extension term. The "not to exceed" amount will cover potential changes to of the college's student/staff/faculty user counts during the agreement term and changes to the count and type for other Microsoft administrative products such as Microsoft (MS) Teams Voice, MS Servers, MS Database Software and MS Azure cloud services.

The college currently has an agreement to use Microsoft Office software on any college owned computer, including work at home rights for students, faculty and staff. The agreement will continue to allow our students to run the same software at home as used in college classrooms and computer labs.

Janette Hunt, Vice President, Finance & Business Operations, and David Creamer, CTO-CISO, recommend approval.

dvc070620

August 18, 2020

#### **MEMORANDUM**

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

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

**SUBJECT:** WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas – Training Agent Agreement

Confirmation is sought for an Agreement entered into, subject to the Board of Trustees' approval, with WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas (CareerSource) whereby the College will provide training to those eligible individuals sent to SPC by CareerSource staff working in the One-Stop Centers for CareerSource in Pinellas County. Permission is also sought to enter into any extensions or amendments, as may be necessary.

Under the terms of the Agreement, CareerSource will provide funding for certain training of eligible individuals under Title I of the Workforce Investment Act and other special project training funds to St. Petersburg College as the Training Agent for payment of tuition, fees, materials and supplies. The Agreement period commenced July 1, 2020 and will continue for the period of two years. The revenue that may be received during this time is a maximum of \$700,000 annually. This is a significant increase over the previous annual maximum amount of \$275,000 permitted in the 2018-20 contract.

Jamelle Conner, Vice President of Student Affairs; Michael Ramsey, Dean of Workforce Development; Suzanne L. Gardner, General Counsel; and Jason Krupp, Director of Career Connections, recommend approval.

jk0727203

Agenda Item: VII – B.5d

August 18, 2020

#### MEMORANDUM

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

FROM: Tonjua Williams, Ph.D., President (Ju

**SUBJECT:** Nature's Table - Lease Agreement

Authorization is sought to enter into a new Lease Agreement with Nature's Table for the period, which is anticipated to commence on August 18, 2020, and continue through June 30, 2025. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College proposes leasing space at the Tarpon Springs Campus to Nature's Table to provide food services for the Tarpon Springs Campus. The attached Lease Agreement provides for the lease of approximately 800 square feet of space in the BB Building. Rent will be \$1,800 annually, paid in monthly installments, starting in August, 2020.

The attached Lease Agreement is being provided to the Board as required by Florida Statutes, 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.

Janette Hunt, Vice President, Finance and Business Operations; Rodrigo Davis, Provost, Tarpon Springs Campus; Diana Wright, Associate Vice President, Facilities Planning and Institutional Services; Thomas Russell, Director, Procurement and Asset Management; and Suzanne Gardner, General Counsel, recommend approval.

Attachment

### LEASE

### BETWEEN

### PAFACKS LLC, dba NATURE'S TABLE TARPON

**AS TENANT** 

**AND** 

ST. PETERSBURG COLLEGE

AS LANDLORD



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Initials:

#### COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this 1<sup>st</sup> day of August, 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 Pafacks LLC (Nature's Table Tarpon), a Florida Corporation whose principal address is PO Box 47813, 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. <u>PREMISES</u>: The leased space utilized by Tenant is located in the Michael and Evelyn Bilirakis College of Education Building on Landlord's Tarpon Springs Campus, currently known as the Olympus Café, for restaurant cooking and counter service. Tenant will be charged rent on the use of this space. See Exhibit A for floor plan of leased space.

#### 2. TERM:

- A. The term of this Lease (herein called "Lease Term") shall be for a period of approximately five (5) years, and shall commence on the 1st day of August, 2020 (the "Commencement Date"). The Lease Term shall expire 5:00 p.m. on June 30, 2025 (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon pursuant to the Commencement Date Agreement, Exhibit D. Tenant shall have an option to renew this Lease for an additional five (5) year term, by giving 120 days prior written notice before the Termination Date.
- **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.** Prior to the Premises being ready for occupancy by Tenant, Landlord shall furnish to Tenant a Commencement Date Agreement in the form attached as Exhibit "D" and made a part hereof, said Agreement setting forth the specific Commencement Date for this Lease as hereinabove determined. Tenant shall execute the Commencement Date Agreement and immediately return a signed copy to Landlord within forty-eight (48) hours of receipt.
- E. 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(E) 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 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.

F. 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 three (3) year 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 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 three (3) 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 \$150.00 per month for the use of Premise, plus all applicable sales tax.
- 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. 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 then. 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.
- 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

A

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 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. <u>LANDLORD'S WORK:</u> See workletter and equipment, Exhibit "B".
- 10. <u>TENANT'S WORK</u>: 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. 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. 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. <u>MECHANIC'S LIENS</u>: 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 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. <u>LANDLORD'S RIGHTS</u>: 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. <u>Matters Affecting View From Exterior.</u> 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.

Initials:

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- C. <u>Business Hours</u>. 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.** <u>Keys.</u> 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.** <u>Structural Elements</u>. 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.
- G. Emergency Closure of Facilities: The Parties mutually agree that the Landlord has the authority to close and reopen campuses, buildings, and/or portions of its campuses and buildings for normal occupancy and operations during, or in preparation for imminent periods of emergencies. Such periods may include hurricanes, tornados, epidemics, pandemics, civil unrest, any declared public emergency, or other related emergencies. Tenant shall not enter or attempt to enter such closed spaces until reopened for normal occupancy and operation by Landlord or unless Tenant requests and receives express permission from College. College shall not be responsible for any losses that result from such closures. Notwithstanding the foregoing, the force majeure clause of the Agreement remains in effect.
- H. <u>Health and Safety:</u>: Tenant shall follow all health, safety, and emergency protocols of the College. This specifically includes measures to protect against COVID-19 or other epidemics, pandemics, viral or bacterial outbreaks or other communicable diseases. Such health, safety, and emergency protocols include, but are not limited to, maintaining appropriate social distancing, limiting hours of access, limiting capacity or attendance, proper use of personal protective equipment, increased sanitation and hygiene requirements and thermal scanning.
- 14. <u>ENTRY BY LANDLORD</u>: 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;

Initials:

- (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 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. <u>INDEMNIFICATION OF LANDLORD</u>: 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.

initials:

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.

## 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 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:

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

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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 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. <u>CONDEMNATION</u>: 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 initials:



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. **<u>DESTRUCTION OF PREMISES</u>**: 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 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:
  - (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) 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 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 receive 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 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%.

- 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. <u>LANDLORD'S DEFAULT</u>: 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. <u>CONDITION UPON SURRENDER OF PREMISES</u>: 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.

## 24. <u>MISCELLANEOUS:</u>

- 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 includes 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.** <u>SIGNS</u>: 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. <u>ATTORNEY AND PARALEGAL FEES:</u> 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.
- **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:

Pafacks LLC Amer N. Fackih

PO Box 47813 St. Petersburg, FL 33743 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 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. <u>HEIRS, ASSIGNS, SUCCESSORS</u>: 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.
- **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. <u>QUIET ENJOYMENT</u>: 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. <u>COUNTERCLAIM</u>: 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 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. <u>RELATIONSHIP OF PARTIES</u>: The parties are only landlord and tenant and are not partners or in any other business relationship.
- P. <u>COMPLIANCE</u>: 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. <u>ASSIGNMENT AND SUBLETTING</u>: 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. <u>LEASE NOT TO BE RECORDED</u>: 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. <u>CORPORATE WARRANTIES BY TENANT</u>: 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;
  - 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. <u>INTERPRETATION OF LEASE PROVISIONS</u>: 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.
- 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. <u>SEVERABILITY:</u> 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.** <u>LIEN FOR RENT:</u> 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.

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.

## 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		
Signed, sealed and delivered		Tenant: Pafacks LLC (Nature's Table Tarpon)
SIGNATURE	BY:	Amer N. Fackih  Its: Manager
NAME		
SIGNATURE		
NAME		

## EXHIBIT "a"

Floorplan

## EXHIBIT "B"

## Landlord's Workletter and Equipment List

Landlord shall make the improvements to Premises listed below:

- (a) Replace any burned out lights and clean the diffusers, as a matter of maintenance of the space.
- (b) Clean space, replace dirty porous ceiling tiles with new solid surface tiles and make two cuts into the existing countertop for equipment supplied by the Tenant.
- (c) Provide electrical outlets where needed for Teannt's equipment.
- (d) Purchase four TVs and mounts with installation for Tenant's menu boards.
- (e) Purchase sneeze guard for food preparation line.
- (f) Purchase shelving for storage above three compartment sink.
- (g) Submit work order for painting of leased premises to be completed at a later date.

Description	Model	Qty
Reach-In Refrigerator	Atosa #MBF8005GR	1
Reach-In Freezer	Atosa #MBF8002GR	1
Refrigerator	True #T-49	1
Refrigerator	True #T-49-HC	1
Freezer	True #T-49-F	1
Ice Machine	Manitowoc #1320	1
Hot Dog Broiler	Wyott DR-1A	1
S/S Table 30x48x36 legs/undershelf		1
S/S Cabinet 24x48		1
Utility Cart	Rubbermaid	1
Utility Cart	Lakeside #710	1
Utility Cart	Lakeside #748	1
Mop Sink	Advance Tabco	1
Equipment Stand	Advance Tabco #EG-307	1



## 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. Landlord's discretion shall not be unreasonably withheld.
- (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.
- 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;



- (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 nonfixtured 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.



## EXHIBIT "D" COMMENCEMENT DATE AGREEMENT

Intentionally deleted



#### EXHIBIT "E"

## 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. <u>Loading</u>. 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. <u>Animals</u>. No animals or pets may be brought on or are permitted to be in the Building or Premises, except Services Animals.
- 4. <u>Antennas</u>. 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. <u>Noise</u>. 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.



- 8. <u>Plumbing</u>. 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. <u>Electrical Equipment</u>. 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. <u>Signs</u>. 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. <u>Hazardous or Toxic Substances</u>. 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. <u>Trash Disposal</u>: Janitorial services, including trash disposal are provided during the evenings, Monday through Friday. Tenant will share in their prorate 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. <u>Installations</u>. 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



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. <u>Vending Machines</u>. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.
- 19. <u>Safety Compliance</u>. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

## EXHIBIT "F" ACADEMIC CALENDAR

## LEASE ADDENDUM

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:
<ol> <li>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.</li> </ol>
All other terms and conditions of the Lease shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

Signed, sealed and delivered		Landlord:
in the presence of:		
SIGNATURE	BY:	
NAME		
SIGNATURE		
NAME		
Signed, sealed and delivered		Tenant: Pafacks LLC (Nature's Table Tarpon)
SIGNATURE	BY:	Amer N. Fackih
NAME		
SIGNATURE		
		NAME

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

## **Leepa-Rattner Museum of Art (LRMA)**

**Update on Remote Work during COVID-19 Response:** Throughout the prolonged closure, LRMA has been able to accomplish the following:

- Meet our quarterly revenue goals for Membership and our Partners-In-Art Patron program and acquire a \$10,000 estate gift
- Design and execute online interactive exhibitions and programs
  - LRMA's Weekly Virtual Happy Hour received a nice write up in Creative Loafing this
    past month: <a href="https://www.cltampa.com/food-drink/drinks/article/21139138/tarpon-springs-leeparattner-museum-of-art-welcomes-you-to-its-free-zoom-happy-hours">https://www.cltampa.com/food-drink/drinks/article/21139138/tarpon-springs-leeparattner-museum-of-art-welcomes-you-to-its-free-zoom-happy-hours</a>
- From April 1, 2020 July 30, 2020, there were over 21,000 hits on the LRMA@HOME section of our existing website. This is the area where we feature online exhibitions and interactive programs
- Beginning September 3<sup>rd</sup>, LRMA will offer a virtual learning series with four (4), three-week courses focusing on specific areas of art such as The Art of Mesoamerica, The Art of the Northwest Coast, and the History of Museums.

**LRMA Return to Campus Plan:** Museum staff began returning to campus on Monday, August 3<sup>rd</sup>.

Work is being done to reinstall artworks, clean the Museum, install new wayfinding and health and safety messaging throughout.

**LRMA Website Update:** The Museum is hard at work on a new, more interactive and easily navigable website which will be finished by the end of August.

**LRMA Board Update:** The Museum is excited to welcome three new members to our Board of Directors – Michael Bocutti (Skanska Construction USA Marketing Director), Ruth Banther, and Jan Causey.

## **July Programs**

## **August Report for Summer/Fall 2020**

## **Pinellas County Judicial Candidates**

https://vimeo.com/434839669

# INSTITUTE FOR STRATEGIC POLICY SOLUTIONS

## **Pinellas County School Board Candidates**

https://solutions.spcollege.edu/pinellas-county-school-board-2020-candidates-forum/

## **Fall Programs**

Partnership with Workforce and Sea Level Rise Collaborative. September 23, 2020 -12:00 p.m.-1:30 p.m.

Hurricane Planning in the times of COVID 19. August 27, 2020.

Presentation on the elements of beach erosion in Pinellas County and Federal Projects to repair/restore the beaches. October 15, 2020.

Veteran's Resource Fair -Reinvented

100th Anniversary of the 19th Amendment

Partisan or Populist: Why what we do Matters. In partnership with Seminole Chamber of Commerce. September 24, 2020 11:30 am-12:30 pm.

Board of County Commissioner Forum. In partnership with SPC Social and Behavioral Science Department. October 6, 2020.

ISPS Annual SPC Great Debate 2020. November 13, 2020.

Finances-ISPS completed and our Board of Directors approved our Financial Audit and 990.

<u>ISPS COVID Statement</u>- The Institute for Strategic Policy Solutions, ("ISPS") remains committed to the health and safety of our supporters and community partners. ISPS will follow the College guidelines as well as the county guidance for all programming. <a href="https://covid19.pinellascounty.org/wp-content/uploads/2020/06/Adopted-ORD-20-14.pdf">https://covid19.pinellascounty.org/wp-content/uploads/2020/06/Adopted-ORD-20-14.pdf</a> As noted in our July report, for the remainder of 2020 ISPS will host virtual programs, or hybrid programs at our Seminole Campus Digitorium. We will re-evaluate face to face programming for 2021.

### **Speaking Engagements**

Executive Director Kimberly G. Jackson, Esq. is a featured speaker with Inclusivity's, "Actors, Allies, Accomplices" program August 7, 2020. She will also speak before the St. Petersburg Bar Association on August 27, 2020 on Criminal Justice Reform and at the Seminole Chamber Monthly Luncheon on September 24, 2020. Ms. Jackson will speak at the Diversity & Inclusion Matters in the Workplace webinar on September 30, 2020.

## **Other ISPS Highlights**

Our next Board of Director Meeting is August 10, 2020. At the Board Meeting ISPS will welcome our two new student board members, Aron Bryce and Adam Johnson along with Nikki Capehart, Director of Urban Affairs, Gershom Faulkner, Deputy District Director and Jeff Johnson, AARP Florida State Director. We will also formally welcome Briana Harper to our team as our new Social Media Specialist.

## ST. PETERSBURG COLLEGE FOUNDATION BOARD REPORT 6-16-20

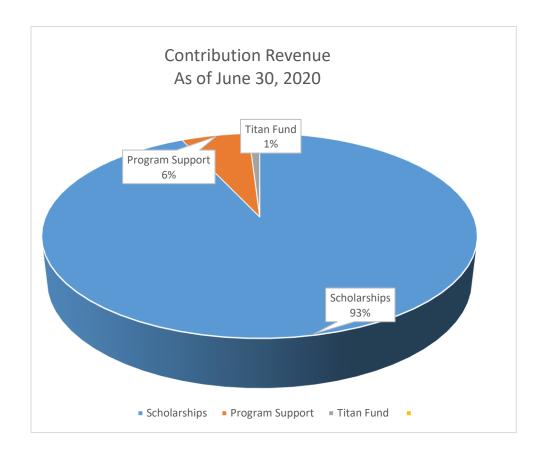
**Board Members:** Joseph G. Blanton, Josh Bomstein, Johnny V. Boykins, R. Michael Carroll, Robert L. Hilton, Beth Horner, Bill McCloud, Mike Meigs (Treasurer), Steven R. Shepard (Chair), Shan Shikarpuri, Nathan Stonecipher (SPCF/BOT), Jesse Turtle (Secretary), Rich Warshof, Richard Winning (Vice Chair) and Tonjua Williams

## **Financial Report:**

**Contribution Revenue;** As of June 30, 2020, the Foundation has raised over \$454,000 in donor contributions. Of this amount:

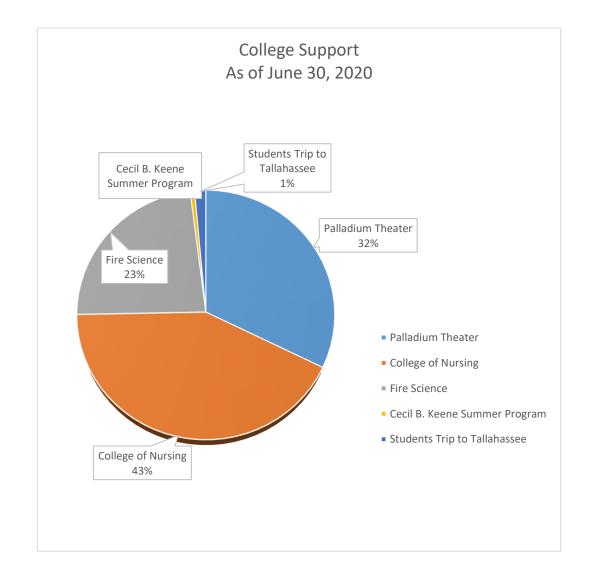
- \$423,486 was raised for SPC student scholarships
- \$26,530 for College program support.
- \$4,345 for the SPC Titan Fund

The donations received through the end of the first Quarter, ending June 30, 2020 met 14% of the Foundation's goal for the fiscal year ending March 31, 2021.



As of June 30, 2020 the Foundation provided the following support to SPC:

- \$437,843 in scholarships to SPC students.
- \$364,692 in program support, providing support to such programs as
  - o Palladium Theater
  - o College of Nursing
  - o Fire Science Department
  - o Alumni Association Awards
  - o Cecil B. Keene Summer Program
  - Students Trip to Tallahassee



## **Current Highlights:**

- Pinellas Community Foundation \$29,375.79 to support the Graham Bowman Scholarship Fund
- United Way Suncoast \$34,312.50 Grant to support 2020 SPC Ready-Set-read Tutoring Program
- Suncoast Credit Union \$25,000 to Support Nursing and EMS Scholarships and the Student Emergency Fund
- The Foundation and Raymond James is hosting an information session on August 24<sup>th</sup> to present on the new provisions of the CARES Act.
- The Foundation is making plans to host 3 networking events to bring exposure to the College this fall and winter with the Seminole Chamber, Clearwater Chamber and St. Petersburg Chamber. More details to follow regarding the events.
- The Foundation's Spring Scholarship Application will open on August 17<sup>th</sup>.

## Palladium SPC Board of Trustees Report August 2020

- 1. The Palladium has launched a partnership with WUSF Radio. A monthly program will focus on the Palladium and feature live recordings from the Side Door cabaret. These are all pre-recorded concerts by Tampa bay artists and the performers have approved the use of their material for this program. We have a lot of content in our files and will likely increase this to a weekly program at some point. WUSF is supporting the broadcast with free advertising and a large presence for the Palladium on the WUSF website.
- 2. Starting in late August the Palladium will be offering a one-hour program featuring Tampa Bay musicians and performers recorded on our main stage. This audio/video production will be offered to audiences for a fee and the musicians will be paid. The theater is purchasing quality cameras and other equipment needed to make this a professional looking production.
- 3. While we have set no official re-opening date for the theater, the Palladium is beginning to book small rental events that don't involve live audiences and can be done safely with social distancing, etc. A dance recital with no audience. Jewish High Holy Days services limited to members of a single synagogue. An 25-minute St. Petersburg Opera performance in the Palladium parking lot.

August 18, 2020

## MEMORANDUM

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

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

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

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

## **Section A:** Program Related Contracts

- 1. Agreement with **AARP** whereby the College and AARP will collaborate on the *Closing* the Manufacturing Skills Gap Initiative. The parties will collaborate to carry out the following components of the Initiative: 1) marketing, advertising and social media outreach to promote advanced manufacturing industry training/education and veteran, service member and military family engagement for prospective students who are over age 50 (50plus); 2) planning and conducting events to engage with 50-plus members of the community; 3) creating and sustaining a focus on encouraging traditionally underrepresented populations, including 50-plus women, minorities, veterans and others, to pursue education and training in STEM fields; 4) designation of staff members at the College to assist 50-plus students and prospective students; and 5) providing training opportunities for AARP members who participate in certain programs and activities related to the Advanced Manufacturing program and the College and this Initiative. Agreement will commence as soon as possible and continue through May 31, 2021. There is no cost to the College associated with entering into this Agreement. This item was approved by Susan Demers on April 20, 2020. Department-Natural Science and Engineering
- 2. Agreement with **Jeffrey B. Anderson** to deliver a Retirement Planning course for adults ages 50-70 through the College's Workforce Institute. The Agreement will commence as soon as possible and continue for the period of one year. Based on an estimate of 40 students during this period, the net revenue to the College is anticipated to be \$1,960. This item was approved by the President on June 4, 2020. Department—Workforce Institute
- 3. Agreement with **BayCare Health System, Inc.** for the College to loan one of its ventilators to the hospital in response to the Covid 19 pandemic. The Agreement will commence as

soon as possible and continue until such time the equipment is no longer needed or is requested by the College. There is no cost to the College. This item was approved by the President on April 6, 2020. Department—Respiratory Therapy

- 4. Affiliation Agreement with **Bayfront HMA Medical Center, LLC dba Bayfront Health St. Petersburg** to continue to provide clinical experience to students enrolled in the Nursing, Radiography, Respiratory Therapy and Health Information Management Programs. There is no cost to the College. The Agreement will commence as soon as possible and continue for the period of three years. This item was approved by Susan Demers on June 15, 2020. Departments—College of Nursing, Radiography, Respiratory Therapy and Health Information Management
- 5. Agreement with **Digital Theatre** (**US**), **LLC** for a license to access filmed versions of theatrical productions and licensed materials to supplement online learning to meet the Humanities requirements of the Fine Arts degree. The Agreement will commence as soon as possible and continue through April 30, 2021. The cost to the College for this Agreement will be \$3,000. This item was approved by Susan Demers on April 17, 2020. Department—Fine Arts & Humanities
- 6. Affiliation Agreement with **Florida Department of Health, DeSoto County Health Department** to provide clinical experience to students enrolled in the Dental Hygiene and Health Services Administration BAS Programs. The Agreement will commence August 17, 2020 and continue through August 16, 2023. There is no cost to the College. This item was approved by Susan Demers on May 26, 2020. Department—College of Health Sciences
- 7. Agreement with **Gulfcoast North Area Health Education Center, Inc. (GNAHEC)** whereby the College of Nursing will incorporate Opioid education content into its ADN Program. GNAHEC will pay the College an amount of \$500. The Agreement will commence as soon as possible and continue through June 30, 2020. This item was approved by Susan Demers on April 17, 2020. Department—College of Nursing
- 8. Renewal Agreement with **The School Board of Marion County Florida** to continue to provide for student internship, practicum, and observation experience for College of Education students. The Agreement will commence as soon as possible and continue for the period of one year. There is no cost to the College. This item was approved by Susan Demers on June 5, 2020. Department—College of Education
- 9. Amendment to the Articulation Agreement with National University of Health Sciences to provide for the articulation of SPC Bachelor of Science in Biology students into the Doctor of Chiropractic degree from National University of Health Sciences. This modification is to correct two course numbers in the current Agreement that were listed incorrectly. All other terms and conditions of the Agreement will remain in full force and effect. The Agreement is ongoing unless terminated by either party. There is no cost to the College. This item was approved by Susan Demers on May 8, 2020. Department—Natural Science

- 10. Renewal Agreement with **The School District of Palm Beach County Florida** to continue to provide for student internship, practicum, and observation experience for College of Education students. The Agreement will commence as soon as possible and continue through June 30, 2021. There is no cost to the College. This item was approved by Susan Demers on June 10, 2020. Department—College of Education
- 11. Agreement with **Sarasota County Public Hospital District** for the College to loan two of its ventilators and associated medical equipment to the hospital in response to the Covid 19 pandemic. The Agreement will commence as soon as possible and continue through June 1, 2020 or until such time the equipment is no longer needed by the hospital and as agreed to by the parties. There is no cost to the College. This item was approved by the President on April 6, 2020. Department—Respiratory Therapy
- 12. Agreement with **Stanly Community College** (**SCC**) to continue the affiliation whereby SCC provides essential operational support to the Academy at SPC, which provides Cisco training through the College of Computer & Information Technology. SCC will provide unlimited support via email, telephone and web format. SCC will also provide Netlab access for Academy instructors for their professional development opportunities. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$600. This item was approved by Susan Demers on May 27, 2020. Department—College of Computer & Information Technology
- 13. Competency Based Credit Articulation Agreement with **Suncoast Developers Guild** whereby the College will award college credit for students who have successfully completed the Web Development workforce training program offered by Suncoast Developers Guild. The Agreement will commence as soon as possible and continue for the period one year. Thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party. There is no cost to the College. This item was approved by Susan Demers on February 24, 2020. This item is being included on this Report as it was not on the previous report. Department—Career Connections

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

14. Agreement with Goodwill Industries-Suncoast, Inc. whereby the College will partner with Goodwill Industries-Suncoast through its Job Connection Centers, to provide assistance in areas related to online and technology-based learning; competency-based assessments and training courses to recognize skills proficiency and attainment; education alignment with industry-recognized stacked and latticed credentials on an in-demand career pathway; support of evidence-based remediation policies; and assessment and awarding of credit for prior learning. Goodwill-Suncoast will evaluate incoming enrollments and assist Young Adult Reentry Partnership (YARP) participants in applying to the College. Goodwill-Suncoast will refer eligible enrollments to the College for training and credentialing based upon targeted programs. Goodwill-Suncoast will pay the College up to \$2,015 per student for tuition expenses. The Agreement will commence as soon as possible and continue through December 31, 2023. Based on foregoing and an

estimate of 100 students, it is anticipated that the College may receive a revenue of approximately \$201,500 during the period of this Agreement. Should Goodwill Industries request additional services as defined in the Agreement, Goodwill Industries will also pay the College at a rate of \$100 per hour for up to an amount of \$25,000. This Agreement was approved by the President on April 7, 2020. Department—Workforce Institute

15. Agreement with **Pinellas County School Board** (PCSB) to continue the existing Dual Enrollment, Early College Program agreement and to provide the necessary staffing resources and support services for students. In addition to SPC providing space, furniture, equipment, supplies, and utilities, SPC shall share in the expenses associated with providing three full-time guidance counselors and one full-time senior data management technician. SPC shall contribute \$250,000 toward the expense of these PCSB Early College personnel. Other Early College personnel employed by SPC include one program director and two program coordinators. The Agreement will commence July 1, 2020 and continue through June 30, 2021. This item was approved by the President on June 12, 2020. Department—Dual Enrollment/Early College

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

- 16. Agreement with **Apple, Inc.** to lease computer equipment as part of the staff and faculty refresh. The lease is for the period of 48 months. The cost to the College for this lease is expected to be approximately \$56,031.04. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$1. Based on the foregoing, the total cost to the College for this lease agreement will not exceed \$56,032.04. Should funds not be appropriated to continue the lease for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 30 days' notice prior to the end of the current fiscal period. This item was approved by Janette Hunt on June 2, 2020. Department—Information Technology
- 17. Agreement with **National University of Health Sciences** to continue to lease space in the main Annex of the Health Education Center. The Agreement will commence on July 1, 2020 and continue through June 30, 2021. The anticipated revenue to the College under this Agreement will be \$60,917.00. This item was approved by Janette Hunt on May 11, 2020. Departments—Finance and Business Operations and Facilities Planning
- 18. Agreement with **Ovid Technologies, Inc.** to continue the subscription for various electronic products to support the Nursing, Health Services Administration, Dental Hygiene, and Veterinary Technology Programs. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this renewal period will be \$76,569.00. This item was approved by Susan Demers on May 29, 2020. Department—District Library

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

- 19. Agreement with AAA Club Alliance, Inc. f/k/a AAA Allied Group, Inc. an affiliated of AAA Auto Club South to provide business related travel management services for the College. This contract is being "piggy backed" off of the Greater Orlando Aviation Authority's contract. The Agreement will commence July 1, 2020 and continue through June 30, 2021. The cost to the College is anticipated to be approximately \$10,000 \$12,000 annually. This item was approved by Janette Hunt on May 11, 2020. Department—Business Services
- 20. Agreement with **Allen, Norton & Blue, P.A.** to continue to provide legal services to the College from July 1, 2020 through June 30, 2021. The firm will provide services at an hourly rate of \$260 for attorneys and \$100 per hour for paralegals. This firm provides legal services associated with employment law issues. Although the total amount of this Agreement cannot be determined at this time, the expenditure approval sought is within the College's approved budgeted amount for Fiscal Year 2020-21. This item was approved by Suzanne Gardner on June 10, 2020. Department—General Counsel's Office
- 21. Agreement with **Augusoft, Inc.** to continue to provide the Lumens Pro Learning Management System for the day-to-day operation and management of business solutions services for the Workforce Institute. This renewal Agreement includes the annual subscription fee of \$30,294.66 and the annual customization fee of \$9,733.22 for the Lumens Entrepreneur and Lumens API Product. The renewal period will commence as soon as possible and continue for the period of one year at a total cost to the College of \$40,027.88.

In addition to the renewal Agreement above, an Amendment to the Agreement with **Augusoft, Inc.** related to the College's purchase of the license to use the Integration through the Lumens Middleware Cloud solution. The Amendment provides for the one-time discounted Integration Configuration fee which will be \$19,900. These items were approved by Janette Hunt on June 2, 2020. Department—Information Systems

- Amendment to the Agreement with **Augusoft, Inc.** to provide a license to Integration through the Lumens Middleware Cloud for use by the Information Systems Department. The cost to the College for this Amendment will be \$32,666 and cover a period of 14 months commencing May 31, 2020. This item was approved by Janette Hunt on May 19, 2020. Department—Information Systems
- Amendment to the Agreement with **Augusoft, Inc.** to provide development modifications to the Lumens Middleware Cloud solution being implemented by the Information Systems Department. The cost for the development modifications will be \$9,875. This item was approved by Janette Hunt on June 19, 2020. Department—Information Systems
- 24. Agreement with **Barry University** to continue to lease space at the Health Education Center. The Agreement will commence on July 1, 2020 and continue through June 30, 2021. The anticipated revenue to the College under this Agreement will be \$25,128. This item was approved by Janette Hunt on May 11, 2020. Departments—Finance and Business Operations and Facilities Planning

- 25. Renewal Agreement with **Eaton Corporation** to provide its Powerware ProActive Service Plan whereby Eaton will provide support and maintenance services for the power quality equipment used in Administrative Information Systems. The Plan includes 8-hour response time; after hours 7 x 24; UPS annual preventive maintenance; remote monitoring; sealed battery preventive maintenance and a 30% Spare Part Kit and time and material discount. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement period will be \$16,752.40. This item was approved by Janette Hunt on April 1, 2020. Department—Information Systems, Networks
- Agreement with **Lyrasis** for a renewal subscription to LexisNexis Academic service for use in the College's Paralegal Studies and Business Programs. The Agreement is from July 1, 2020 through June 30, 2021. The cost to the College for this Agreement will be \$23,618.46. This item was approved by Susan Demers on April 21, 2020. Department—District Library
- 27. Agreement with **Mauldin & Jenkins, LLC** to provide professional services associated with conducting the audit of the financial statements including the related notes to the financial statements, which collectively comprise the basic financial statements of the St. Petersburg Collegiate High School North Pinellas, as of and for the year ended June 30, 2020. The Agreement will commence as soon as possible with the final report being due no later than September 30, 2020. The cost to the College for this Agreement will be \$13,500. This item was approved by Susan Demers on May 4, 2020. Department—St. Petersburg Collegiate High School, TS
- 28. Agreement(s) with MCS of Tampa, Inc. to provide for the replacement/repair of electrical outlets, cabling and phones that were exposed to water. The amount to be paid to MCS of Tampa, Inc. for its services will be \$19,414.01. The College's insurance paid the claims less the College's deductible and is sending payment to the College to disburse to vendors. The Agreement will commence as soon as possible and continue through project completion. This item was approved by Janette Hunt on June 30, 2020. Department—Facilities Planning & Institutional Services
- 29. Modification to the Agreement with the **National Alliance on Mental Illness (NAMI New Hampshire)** to provide training and materials for the Connect Suicide Prevention Training of Trainers and pre- and post-test evaluation for the training. The cost to the College for this Agreement will be \$16,500 plus the cost of travel (air/ground travel, accommodations and food) for two trainers (travel costs not to exceed \$3,000). This modification is to revise the face-to-face training to virtual training due to COVID 19 and to extend the end date of the Agreement to June 30, 2021. All other terms and conditions will remain as previously advised. This item was approved by Jamelle Conner on June 26, 2020. Department—Retention Services, Student Affairs
- 30. Agreement with **National University of Health Sciences** to continue to lease space in the O & P Building of the Health Education Center. The Agreement will commence on July 1, 2020 and continue through June 30, 2021. The anticipated revenue to the College under

- this Agreement will be \$34,213.00. This item was approved by Janette Hunt on May 11, 2020. Departments—Finance and Business Operations and Facilities Planning
- 31. Agreement with **National University of Health Sciences** to continue to lease a portable structure at the Health Education Center. The Agreement will commence on July 1, 2020 and continue through June 30, 2021. The anticipated revenue to the College under this Agreement will be \$18,689.00. This item was approved by Janette Hunt on May 11, 2020. Departments—Finance and Business Operations and Facilities Planning
- 32. Agreement with **Quorum Services** to provide permits on construction projects valued over \$200,000 for future construction projects collegewide. Costs will include \$500 per permit and fees for labor for inspection services, plan review services and other code and certified building administrator services. Services will be charged at the rates included in the Agreement. The anticipated cost to the College will be \$50,000. The Agreement will commence as soon as possible and continue through June 30, 2021. This item was approved by Janette Hunt on May 19, 2020. Department—Facilities Planning and Institutional Services
- 33. Amendment to the Agreement with **S.F. & Wellness, Inc. dba W.I.T.S.** (**WITS**) whereby WITS provides a blended training program for the Certified Fitness Trainer program. Under the terms of this Amendment, WITS will also provide four additional Online Certification Courses. For the online courses, the College will pay WITS a flat fee between \$399 \$600 based on the particular course offered. The College will recruit and register students for class, provide classroom/lab space either on SPC site or with an approved contracted site, and provide accident insurance through fees collected. WITS will provide mentored instruction for the entire course online as well as practical lab instruction online, where applicable, through video instructional graded activities. Based on an estimate of 40 students annually, the annual net revenue after expenses is estimated to be \$12,020. This item was approved by the President on May 19, 2020. Department—Workforce Institute, Allied Health
- 34. Agreement with **St. Petersburg Downtown Partnership, Inc.** (SPDP) to continue to lease space at the Downtown Center for the period of July 1, 2020 through June 30, 2021. SPDP will pay the College an amount of \$12,013.20 over this period. This item was approved by Janette Hunt on May 11, 2020. Departments—Financial and Business Operations and Facilities Planning
- 35. Agreement with **Stryder Corp. dba "Handshake"** to provide a subscription to the Career Center Management platform, "Handshake" and other software tools for the management and optimization of career services. The Agreement includes additional services including premium support, reporting, payment integration, and implementation. The cost to the College for this Agreement will be \$13,000. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Janette Hunt on May 8, 2020. Department—Career Connections
- 36. Amendment to Agreement with **Time Management Systems** (TMS) to move from the use of Biometric Hand Punch Time clocks used in Facilities, to a TMS Time Hosted solution.

In 2009, time clocks, associated software, annual hardware/software maintenance, installation/training, and necessary interface to PeopleSoft were purchased via the Purchase Order process. Subsequently, the College executed the associated perpetual software license. This Amendment will allow the College to move to a TMS Time Hosted arrangement which will include TMS Time hosted implementation, TMS hosting, TMS hardware maintenance, TMS software maintenance and some TMS training. Amendment will cover a period of five years commencing May 2, 2020. Costs through May 1, 2021, which have been prorated to align hosting and maintenance terms, will be \$3,059.03 and will include implementation, hosting and maintenance. Thereafter, costs annually for years two through five will be as follows: \$1,380 for hosting, \$3,236.10 for hardware maintenance, and \$1,399 for software maintenance. The Amendment period will commence May 2, 2020 and continue through May 1, 2025. Based on the foregoing, the anticipated costs for this Agreement through May 1, 2025 will be \$27,119.43. This amount includes existing costs for hardware/software maintenance which are currently being paid annually and the added costs over five years (\$7,769.99) for the hosting and implementation. This item was approved by Janette Hunt on June 9, 2020. Department— **Information Systems** 

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

- 37. Dual Enrollment Agreement with **Admiral Farragut Academy, Inc.** (AFA) that will allow eligible AFA students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2020 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Susan Demers on June 16, 2020. Department—Dual Enrollment/Early College
- 38. Agreement with **The American Stage, Inc.** to continue to lease space at the Downtown Center (Community Room, small conference room and other spaces as may be approved by the Provost for special events). The Agreement will commence on July 1, 2020 and continue through June 30, 2021. The anticipated revenue to the College under this Agreement will be \$6,000 plus any costs by the College for Security personnel used for special events held outside SPC's normal business hours. This item was approved by Janette Hunt on May 11, 2020. Departments—Finance and Business Operations and Facilities Planning
- 39. Amendment to the Agreement with **ANF Services, LLC dba Janacorp, LLC** whereby Janacorp (Nature's Table) provides food service at the Clearwater Campus. This modification is to extend the current Agreement under the same terms and conditions for an additional year through May 17, 2021. The anticipated revenue for the renewal period is approximately \$1,500 monthly. This renewal item was approved by Janette Hunt on March 4, 2020. This item is being included on this Report as it was not on the previous report. Department—Food Service

- 40. Agreement with **Articulate Global, Inc.** to continue to provide access to the Articulate 360 Teams software that is used by Courtney Martin to continue the work of the Title III grant. The cost to the College for this Agreement will be \$649. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Susan Demers on May 29, 2020. Department—District Library
- 41. Agreement with **BeaconMedaes, LLC** to diagnose issues associated with the Medical Air Compressor Serial #194228-3 used in the Natural Science Department on the Clearwater Campus and provide needed maintenance. The cost to the College for this Agreement will be \$455. This item was approved by Susan Demers on June 10, 2020. Department—Natural Science
- 42. Agreement with **CAE Healthcare, Inc.** to provide support and maintenance for the CAE METIman Simulator used in the Emergency Medical Services Department. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$5,746. This item was approved by Susan Demers on May 27, 2020. Department—Emergency Medical Services
- 43. Dual Enrollment Agreement with **Calvary Christian High School** (CCHS) that will allow eligible CCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2020 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Susan Demers on June 16, 2020. Department—Dual Enrollment/Early College
- 44. Agreement with the **CM Study Overseas** to provide on-the-ground assistance to prospective students in Central America regarding information and enrollment in SPC programs. CM Study Overseas will also provide assistance in international recruitment efforts. The College agrees to pay Matchup an amount of \$1,000 minus any required taxes, per enrolled student (20 days after the drop/add refund period). Such cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Susan Demers on June 17, 2020. Department—Center for International Programs
- 45. Agreement with the **Dai Duong Education** to provide on-the-ground assistance to prospective students in Vietnam regarding information and enrollment in SPC programs. Dai Duong Education will also provide assistance in international recruitment efforts. The College agrees to pay Matchup an amount of \$1,000 minus any required taxes, per enrolled student (20 days after the drop/add refund period). Such cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Susan Demers on June 17, 2020. Department—Center for International Programs

- 46. Agreement with **Dramatists Play Service, Inc.** to provide a license to allow the College's Humanities/Fine Arts Department to perform three performances of *The Actor's Nightmare* and three performances of *When Shakespeare's Ladies Meet.* The performances will be held from June 11-13, 2020 at a cost to the College of \$210. This item was approved by Susan Demers on May 27, 2020. Department—Humanities/Fine Arts Theater
- 47. Agreement with **Dramatists Play Service, Inc.** to provide a license to allow the College's Humanities/Fine Arts Department to perform three performances of *The Rimers of Eldritch*. The performances will be held from June 25-27, 2020 at a cost to the College of \$300. This item was approved by Susan Demers on May 27, 2020. Department—Humanities/Fine Arts Theater
- 48. Agreement with **Duke Energy Florida**, **LLC** whereby the College agrees to grant Duke Energy access to the St. Petersburg/Gibbs Campus for the installation of electric vehicle supply equipment (EVSE). Duke Energy will own, operate, maintain, and support the EVSE, record system data, evaluate charging behavior and provide program evaluations to the Florida Public Service Commission on an annual basis. There is no cost to the College associated with entering into this Agreement. The Agreement will commence upon execution and will continue through December 31, 2022. This item was approved by Janette Hunt on April 17, 2020. Department—Facilities Planning and Institutional Services
- 49. Dual Enrollment Agreement with **Dunedin Academy** (DA) that will allow eligible DA students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2020 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Susan Demers on June 16, 2020. Department—Dual Enrollment/Early College
- 50. Agreement with the **Education Path Co., Ltd.** to provide on-the-ground assistance to prospective students in countries outside the U.S. regarding information and enrollment in SPC programs. Education Path will also provide assistance in international recruitment efforts. The College agrees to pay Education Path an amount of \$1,000 minus any required taxes, per enrolled student (20 days after the drop/add refund period). Such cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Susan Demers on June 5, 2020. Department—Center for International Programs
- 51. Agreement with the **Exchange Students Service, Inc.** (**TESS USA**) to provide on-the-ground assistance to prospective students in Taiwan, Egypt, India, and Rumania regarding information and enrollment in SPC programs. TESS USA will also provide assistance in international recruitment efforts. The College agrees to pay TESS USA an amount of \$1,040 minus any required taxes, per enrolled student (20 days after the drop/add refund period). Such cost is offset by student fees for the program(s). The Agreement will

- commence as soon as possible and continue for the period of one year. This item was approved by Susan Demers on April 14, 2020. Department—Center for International Programs
- 52. Agreement with Gallagher Student Health & Special Risk to accept its 2020-21 International Student Injury and Sickness Insurance Proposal to offer international students and international student athletes the Global Care Basic and Global Care Basic ICS (Intercollegiate Sports) insurance plans that provide student medical and/or accident insurance coverage. As part of this transaction, the College will designate Arthur J. Gallagher Risk Management Services as the College's exclusive insurance broker with respect to the international student insurance policy that runs from August 17, 2020 through August 16, 2021. International students will be required to enroll in the applicable Insurance Plan at registration, unless they provide proof of comparable coverage. International students will pay an annual rate of \$925 (\$1,125 for student athletes) for coverage for the twelve-month period. They may also choose to enroll family members at additional costs. There is no cost to the College. This item was approved by Susan Demers on June 22, 2020. Department—Center for International Programs
- 53. Dual Enrollment Agreement with **Indian Rocks Christian School** (IRCS) that will allow eligible IRCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2020 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Susan Demers on June 16, 2020. Department—Dual Enrollment/Early College
- 54. Agreement with **Infobase Learning aka Films Media Group** to continue to access the films on demand Veterinary Collection for streaming video content to support the Veterinary Nursing Program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$607.75. This item was approved by Susan Demers on May 7, 2020. Department—District Library
- 55. Amendment to the Agreement with **JRB Solutions, LLC** whereby JRB is providing technical consulting services as the Transportation Planning Consultant to the College based on the terms of its RFP #04-19-20. The cost to the College for this Agreement will continue to be \$42,100 as previously approved. This modification is to revise the timeline for deliverables and the payment schedule. The project will be completed no later than December 31, 2020. This item was approved by Jamelle Conner on June 15, 2020. Department—Provost, DT
- 56. Agreement with **Knack Technologies, Inc.** for a subscription to supplemental online peer-to-peer tutoring and mentoring in order to encourage retention and completion for underserved populations. The Agreement provides for 240 hours of tutoring at a cost of \$21 per hour as well as a cost of \$1,500 for single sign-on technical set-up and implementation.

- The Agreement will commence as soon as possible and is for a trial period of three months. The total cost to the College will be \$6,540. This item was approved by Jamelle Conner on May 27, 2020. Department—District Library
- 57. Agreement with **Labster, Inc.** to provide access for up to 10 different lab simulations for use by students. Labster will also assist with the integration of their software into our D2L platform. The Agreement will commence as soon as possible and continue through July 30, 2020. The cost to the College will be \$585. This item was approved by Susan Demers on June 5, 2020. Department—Baccalaureate Biology
- 58. Agreement with the **School District of Manatee County, Manatee Technical College** to provide the use of the College's driving range at the Allstate Center. The Agreement will commence as soon as possible and continue through June 30, 2021. The anticipated revenue for this Agreement will be approximately \$1,500. This item was approved by Susan Demers on May 28, 2020. Department—FDLE Public Safety NC
- 59. Agreement with the **Matchup SAS** to provide on-the-ground assistance to prospective students in countries outside the U.S. regarding information and enrollment in SPC programs. Matchup will also provide assistance in international recruitment efforts. The College agrees to pay Matchup an amount of \$1,000 minus any required taxes, per enrolled student (20 days after the drop/add refund period). Such cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Susan Demers on June 5, 2020. Department—Center for International Programs
- 60. Agreement with the **National Society of Leadership and Success** whereby the College's Clearwater Campus is designated as an NSLS Chapter for the period of one year. The annual Chapter dues (which would normally be \$3,250) are being waived. The NSLS will provide many student leadership experiences to Chapter members throughout the year including things such as speaker broadcasts, leadership materials, induction awards, leadership forums, and leadership training. The Agreement will commence August 1, 2020 and continue through July 31, 2021 at no cost to the College. This item was approved by Jamelle Conner on June 5, 2020. Department—Associate Provost
- 61. Agreement with **National University of Health Sciences** to continue to lease space at the East Annex of the Health Education Center. The Agreement will commence on July 1, 2020 and continue through June 30, 2021. The anticipated revenue to the College under this Agreement will be \$7,861.00. This item was approved by Janette Hunt on May 11, 2020. Departments—Finance and Business Operations and Facilities Planning
- 62. Dual Enrollment Agreement with **Northside Christian School** (NCS) that will allow eligible NCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2020 and continue for the period of one year. The instructional costs to the College are yet to be determined and will

- be based on student enrollment in each class. This item was approved by Susan Demers on June 16, 2020. Department—Dual Enrollment/Early College
- Agreement with **Ovid Technologies, Inc.** to continue subscriptions to various electronic products to support the Nursing, Health Services Administration, and Dental Hygiene Programs. The Agreement will commence as soon as possible and continue through June 30, 2021. The cost to the College for this Agreement will be \$2,076. This item was approved by Susan Demers on April 9, 2020. Department—District Library
- 64. Agreement with **Ovid Technologies, Inc.** to continue to the licenses associated with the purchase of new editions of eBooks to support the Nursing Program. The Agreement will commence as soon as possible and continue unless terminated by either party. The cost to the College will be \$3,752. This item was approved by Susan Demers on April 21, 2020. Department—District Library
- 65. Agreement with **Pearson Education, Inc.** that will allow the College (through its designated approved distributor, Barnes & Noble College Booksellers, LLC) to purchase Pearson Products at Inclusive Access Prices resulting in students being able to purchase textbooks at low prices. The Agreement will commence as soon as possible and continue through May 1, 2025. There is no cost to the College. This item was approved by Janette Hunt on June 23, 2020. Department—Finance and Business Operations
- 66. Dual Enrollment Articulation Agreement for 2020-21 between the **School Board of Pinellas County** and the College. The Agreement defines the academic programs and activities that will benefit *Dual Enrollment* students of Pinellas County. The College will offer information on student progress and acceleration mechanisms to students in Pinellas County high schools to facilitate greater success in post-secondary education. The School Board will market and encourage high school students regarding opportunities for Dual Enrollment articulation and accelerated college credit opportunities. The Agreement will commence as soon as possible and will ongoing; however, the Agreement must be reviewed and updated annually. There is no cost to the College. This item was approved by Susan Demers on May 26, 2020. Department—Academic Affairs
- 67. Agreement with **School Board of Pinellas County** to continue the Joint Use Agreement whereby SPC and PCSB each provide the usage of its facilities to the other, generally at no charge, pending availability. The usage excludes specific identified rooms as identified in the Agreement and rental fees may be charged for the use of areas such as: Music Center, Gymnasium, and Planetarium, SP/G; Arts Auditorium, CL; Digitorium & Conference Center, SE; The Palladium; Collaborative Labs, EPI and Leepa-Rattner Museum, TS. The Agreement will commence July 1, 2020 and continue through June 30, 2021. This item was approved by Janette Hunt on May 26, 2020. Department—Finance and Business Operations
- 68. Amendment to the Agreement with **LD Platt Strategies** whereby Lisa D. Krausz provides professional consulting services related to the College's Tampa Bay Scholarships for Education & Employment Development in STEM (SEEDS) grant funded by the National

Science Foundation. The consultant will provide external evaluation services including a review and evaluation summary for Years 5 and 6 as well as a final summative evaluation report. This modification reflects a no-cost extension of the Agreement through December 31, 2020 with the final summative evaluation report being due January 15, 2021. The cost to the College for the Agreement has not changed and remains a previously approved in the amount of \$4,950. This modification item was approved by Susan Demers on May 14, 2020. Department—Tampa Bay SEEDS Grant

- 69. Modification to the Agreement with **Sierra-Cedar, Inc.** to provide consulting services on a time and expense basis to support the People Soft HCM System Assessment. Services will be performed with a combination of onsite and remote work. The Agreement was to commence as soon as possible and continue through April 30, 2020 at a cost of \$60,000. **This modification is for a no-cost extension to the Agreement through June 30, 2020**. All other terms and conditions remain as previously approved. This modification item was approved by Janette Hunt on April 16, 2020. Department—Business Services Information Systems
- 70. Modification to the Agreement with **Sierra-Cedar, Inc.** to provide consulting services on a time and expense basis to support the People Soft HCM System Assessment. Services will be performed with a combination of onsite and remote work. The Agreement, as previously modified, was to commence as soon as possible and continue through June 30, 2020 at a cost of \$60,000. **This second modification is for a no-cost extension to the Agreement through August 30, 2020**. All other terms and conditions remain as previously approved. This modification item was approved by Janette Hunt on June 23, 2020. Department—Business Services Information Systems
- 71. Modification to the Agreement with **Sierra-Cedar, Inc.** to provide additional consulting services on a time and expense basis for the PeopleSoft Administrative Support Project. Services will be performed with a combination of onsite and remote work. The Agreement was to commence as soon as possible and continue through June 30, 2020 at a cost of \$49,840. **This modification is for a no-cost extension to the Agreement through August 15, 2020**. All other terms and conditions remain as previously approved. This modification was approved by Janette Hun on June 23, 2020. Department—Business Services Information Systems
- 72. Dual Enrollment Agreement with **St. Petersburg Catholic High School** (SCHS) that will allow eligible SCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2020 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Susan Demers on June 16, 2020. Department—Dual Enrollment/Early College
- 73. Agreement with **St. Petersburg Downtown Partnership, Inc.** (SPDP) to continue to lease space at the Downtown Center for the period of July 1, 2020 through June 30, 2021. SPDP

- will pay the College an amount of \$12,013.20 over this period. This item was approved by Janette Hunt on May 11, 2020. Departments—Financial and Business Operations and Facilities Planning
- 74. Agreement with **Tampa Bay Business Journal** to run digital banner advertisements from June 1, 2020 through June 30, 2020. The cost to the College for this Agreement will be \$6,546. This item was approved by Jesse Turtle on April 21, 2020. Department—Marketing & Strategic Communications
- 75. Agreement with **Trend Magazine, Inc.** (**Florida Trend**) for a half-page advertisement in Florida Trend's NEXT Magazine at a cost to the College of \$5,000. The Agreement will commence as soon as possible and continue through June 11, 2020. This item was approved by Jesse Turtle on April 22, 2020. Department—Marketing and Strategic Communications
- 76. Agreement with **WorkNet Pinellas dba CareerSource Pinellas** to continue to lease space at the Tarpon Springs Campus. The Agreement will commence July 1, 2020 and continue through June 30, 2021. WorkNet Pinellas will pay the College an amount of \$941.20 during the renewal period. This item was approved by Janette Hunt on May 11, 2020. Departments—Finance and Business Operations and Facilities Planning
- 77. Two Amendments to the Agreement with **Zoom Video Communications, Inc.** to purchase additional licenses for use by faculty and staff to hold online meetings as well as sessions with students. The Amendments reflect increased pro-rated amounts of \$2,209.02 (to purchase 350 additional licenses for a total of 500 licenses) and \$1,147.54 (to purchase 500 additional licenses for a total of 1,000 licenses) through the existing subscription billing cycle (through June 1, 2020). Thereafter, the Online Learning and Services Department will assess the license volume need for the next billing cycle of the Agreement (June 2, 2020 through June 1, 2021) to determine if the number of licenses should be increased or decreased. These Amendments were approved by Janette Hunt on March 17, 2020 and April 6, 2020 respectively. Department—Online Learning and Services
- 78. Amendment to the Agreement with **Zoom Video Communications, Inc.** to purchase the Webinar 1000 format to allow the Collaborative Labs to conduct webinars for large groups. This Amendment commenced April 15, 2020 and will continue through the existing subscription billing cycle (through June 1, 2020). The additional cost to the College for this period will be \$436.61. Thereafter, should the webinar format need to be continued for the next annual period, additional approval will be sought at that time. The College's Master Agreement with Zoom is through June 1, 2023. This Amendment was approved by Janette Hunt on April 16, 2020. Departments—Online Learning and Services/Collaborative Labs

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

Suzanne Gardner, General Counsel, recommends approval.

ps0630201

Agenda Item: VIII - E

August 18, 2020

#### MEMORANDUM

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

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

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

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

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

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

#### The listing is by Purchase Order Number:

- P.O. #109830 Sierra-Cedar INC This is in the amount of \$60,000.00 for consulting services to support Peoplesoft HCM Ssytem Assessment from March to August.

  Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional Services..."

  Recommended by David Creamer, Chief Technology Officer, Information Systems.
- **P.O.** #109882 Sierra-Cedar INC This is in the amount of \$49,840.00 for consulting services for Peoplesoft Admin Suport through August. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional Services..." **Recommended** by David Creamer, Chief Technology Officer, Information Systems.
- P.O. #110138 Apex Office Products INC

   This is in the amount of \$72,490.80 for collegewide Student Life and Leadership swag. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..." Recommended by Matt Bowen, Associate Provost.
- P.O. #110209 Apex Office Products INC– This is in the amount of \$47,930.00 for college branded facemasks. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..." Recommended by Matt Bowen, Associate Provost

- **P.O.** #110217 Thomson West– This is in the amount of \$40,000.00 to purchase books for the Paralegal program from July to June. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption B: "Educational tests, textbooks..." **Recommended** by Matthew Bodie, Exec Dir of Learning Resources.
- **P.O.** #110221 City of Seminole This is in the amount of \$53,642.57 for library staffing from July through June. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: "Services or commodities ..." **Recommended** by Matthew Bodie, Exec Dir of Learning Resources.
- P.O. #110234 Banc of America Public Capital Corp This is in the amount of \$82,354.59 for lease/purchase of of equipment. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..." Recommended by Gary Falasca, Director of Facilities Services.
- P.O. #110281 Apex Office Products INC

   This is in the amount of \$42,179.19 for Back to Campus wellness swag. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..." Recommended by Diane DiRocco, Sr Manager of Benefits and Wellness
- P.O. #110491 Daikin Applied This is in the amount of \$50,235.00 for annual chiller inspections. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..."

  Recommended by Gary Falasca, Director of Facilities Services.
- **P.O.** #110502 Augusoft INC– This is in the amount of \$59,927.88 for the license and subscription of Lumens products. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption F: "Services or ..." **Recommended** by David Creamer, Chief Technology Officer, Information Systems.
- P.O. #110533 Gem Supply Company INC This is in the amount of \$45,000.00 for paper towels. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..." Recommended by Jason Soler, Facilities Manager of Custodial and Landscape
- P.O. #110557 Gem Supply Company INC– This is in the amount of \$39,000.00 for cleaners and toilet tissue. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..." Recommended by Jason Soler, Facilities Manager of Custodial and Landscape
- P.O. #110563 Nalco Company LLC This is in the amount of \$92,168.50 for water treatments on all sites. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption D: "Purchases at ..." Recommended by Gary Falasca, Director of Facilities Services.
- P.O. #110579 Blackboard INC This is in the amount of \$229,447.00 for distance learning platform-Blackboard LMS from July 2020 through July 2021. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information technology ..." Recommended by Tonjua Williams, President

- P.O. #110586 CDW Government INC– This is in the amount of \$210,770.00 for video conferencing equipment. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information technology ..." Recommended by Tonjua Williams, President
- P.O. #110589 Avepoint INC– This is in the amount of \$54,092.00 for cloud based backups. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information technology ..." Recommended by David Creamer, Chief Technology Officer, Information Systems.
- P.O. #110596 Hill, Laurie L This is in the amount of \$39,100.00 for business development consulting through December. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services ..." Recommended by Tonjua Williams, President
- P.O. #110601 Barnes and Noble College Booksellers LLC– This is in the amount of \$40,000.00 for books and supplies through June. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption B: "Educational tests, textbooks ..."

  Recommended by Ian Call, Principal, Collegiate High School
- P.O. #110630 Level 3 Communications LLC This is in the amount of \$96,700.00 for telephone services. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information technology..." Recommended by David Creamer, Chief Technology Officer, Information Systems.
- **P.O.** #110634 Oracle America INC– This is in the amount of \$191,920.42 for cloud services. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information technology..." **Recommended** by Jamelle Conner, VP of Student Affairs.
- P.O. #110656 Barnes and Noble College Booksellers LLC This is in the amount of \$140,000.00 for SPCHS books and supplies. This is grant funded. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption B: "Educational tests, textbooks..." Recommended Jamelle Conner, VP of Student Affairs
- P.O. #110667 Zoom Video Communications INC

  This is in the amount of
  \$41,211.40 for video conferencing licensing. Authority: SBE & BOT Rule 6Hx23-5.12,
  Exemption H: "Information technology..." Recommended by Jamelle Conner, VP of
  Student Affairs
- P.O. #110693 Blackboard INC– This is in the amount of \$90,000.00 for distance learning platform-Blackboard LMS from July 2020 through July 2021. Authority: SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information technology ..." Recommended by Jamelle Conner, VP of Student Affairs

**Apex Office Products INC-** P.O. 110138 - \$72,490.80

P.O. 110209 - \$47,930.00 P.O. 110281- \$42,179.19 Total- \$162,599.99

**Gem Supply Company INC-** P.O. 110533- \$45,000.00

P.O. 110557- \$39,000.00 Total- \$84,000.00

**Barnes and Noble College Booksellers LLC-**

P.O. 110601- \$40,000.00 P.O. 110656- \$140,000.00 Total- \$180,000.00

**Blackboard INC-** P.O. 110579- \$229,447.00

P.O. 110693- \$90,000.00 Total- \$319,447.00

**Sierra-Cedar INC-** P.O. 109830- \$60,000.00

P.O. 109882- \$49,840.00 Total- \$109,840.00

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

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

#### The following are exceptions to competitive solicitations:

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

- D. Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or non-profit buying cooperatives.
- E. Food.
- F. Services or commodities available only from a single or sole source.
- G. Professional services, including, but not limited to artistic services, instructional services, health services, environmental matters, attorneys, legal services, auditors, and management consultants, architects, engineers, and land surveyors. Services of architects, engineers, and land surveyors shall be selected and negotiated according to Section 287.055, Florida Statutes. For the purposes of this paragraph, "professional services" shall include services in connection with environmental matters, including, but not limited to the removal of asbestos, biological waste, and other hazardous material.
- H. Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange, and use information in various forms of voice, video and data and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.
- I. Single Source procurements for purposes of economy or efficiency in standardization of materials or equipment.
- J. Emergency purchases not in excess of the Category Two threshold [\$35,000] as specified in Section 287.017, Florida Statutes as provided for in P6Hx23-5.123.

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

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

August 18, 2020

#### MEMORANDUM

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

FROM: Dr. Tonjua Williams, President (1)

**SUBJECT:** Quarterly Report of Dell Financial agreements

**Section B:** Major Technology Contracts

1. Agreements with **Dell Financial Services, LLC** to lease 780 computers, VDI units, Audio Visual equipment and other network related items for use in various academic and administrative departments college wide. The leases, **entered into between March 25, 2020 and July 21, 2020** are for a period of 48-60 months. The cost to the College for these leases is expected to be approximately \$1,514,099. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$13.00. Based on the foregoing, the total cost to the College for these lease agreements will not exceed \$1,514,112. Should funds not be appropriated to continue the leases for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 60 days written notice prior to the end of the current fiscal period. These items are being reported to the Board based on its approval of the 2019-20 Budget on June 18, 2019 (Brian Miles), and approval of the 2020-2021 Budget on June 16, 2020 (Janette Hunt)



# SPCHS/SPCHSNP GOVERNING BOARD MEETING AGENDA

• SPCHS/SPCHSNP Reopening Plan (Approval requested)

 SPCHS/SPCHSNP Proposed Instructional Calendar for 2020-2021 (Approval requested)



#### St. Petersburg Collegiate High Schools (SPCHS/SPCHSNP)

St. Petersburg Collegiate High School, St. Petersburg/Gibbs Campus St. Petersburg Collegiate High School North Pinellas, Tarpon Springs

#### Proposed Instructional Calendar for 2020-21

Tuesday, August 11, 2020 Friday, August 14	SPCHS faculty return. Professional development days.
Thursday, August 13	SPCHS closed for students. Professional development days.
Friday, August 14	
Friday, August 14	SPC Welcome Titans Meeting. Zoom 1:00 – 3:00 p.m.
Monday, August 17	SPCHS opens. First day of school for sophomores.
Monday, August 17	SPC Fall Term starts. Classes begin for juniors and seniors.
Monday, September 7	Labor Day Holiday – SPC/SPCHS closed for staff and students.
Friday, September 11	Mid-term progress reports sent home for all sophomores.
Friday, October 9	End of first quarter for sophomores (39 days).
Friday, October 16	Grades due in FOCUS for all sophomores by 3:30 p.m.
Monday, October 26	Report cards sent home for all sophomores.
Tuesday, October 27(a)	SPC/SPCHS closed for students. SPC Discovery Day.
Tuesday, November 10	Mid-term progress reports sent home for all sophomores.
Wednesday, November 11	Veterans Day. SPC/SPCHS closed for staff and students.
Wednesday, November 25(a) Sunday, November 29	Thanksgiving Holidays. SPC/SPCHS closed for staff/students.
• '	SPC Exams for juniors and seniors. End of SPC Fall Term.
Thursday, December 10	
• '	Exam Days for sophomores. Students dismissed at 12:15 p.m.
Friday, December 18	
• 1	End of second quarter for sophomores (45 days) and end of first semester (84 days).
Monday, December 21,	2020 Winter Break. SPC/SPCHS closed for staff and students.
Sunday, January 3, 2021	
Monday, January 4(a)	No school for sophomores. Professional development day.
Tuesday, January 5	Sophomores return. Second semester begins for sophomores.
Friday, January 8	Grades due in FOCUS for all sophomores by 3:30 p.m.
Monday, January 11	SPC Spring Term starts. Classes begin for juniors and seniors.
Monday, January 18	Martin Luther King, Jr. Holiday. SPC/SPCHS closed.
Tuesday, January 19	Report cards sent home for all sophomores, juniors and seniors.
Friday, February 5	Mid-term progress reports sent home for all sophomores.
Friday, February 12(a)	SPCHS closed for sophomores. Professional development day.
Sunday, March 7 Sunday, March 14	Spring Break. SPC/SPCHS closed for staff and students.
Friday, March 19	End of third quarter for sophomores (47 days).
Friday, March 26	Grades due to FOCUS for all sophomores by 3:30 p.m.
Friday, April 2	Spring Holiday. SPC/SPCHS closed for staff and students.

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#### (a) Proposed make-up days in the event of school closure due to a hurricane(s)

One day	Two days	Three days	Four days
October 27, 2020	January 4, 2021	October 27, 2020	October 27, 2020
	February 12, 2021	January 4, 2021	January 4, 2021
		February 12, 2021	February 12, 2021
			May 10, 2021

#### LIST OF SPECIAL OBSERVANCE DAYS for 2020-21 School Year

#### September 2020

Rosh Hashanah Saturday & Sunday, September 19-20, 2020 (Observance begins at

sunset on Friday, September 18, 2020)

Yom Kippur Monday, September 28, 2020 (Observance begins at sunset on Sunday,

September 27, 2020)

#### October 2020

Sukkot Saturday & Sunday, October 3 - 4, 2020 (Observance begins at sunset

on Friday, October 2, 2020)

Shemini Atzeret Saturday & Sunday, October 10 - 11, 2020 (Observance begins at sunset

on Friday, October 9, 2020)

#### March 2021

Passover (First 2 days) Sunday & Monday, March 28 - 29, 2021 (Observance begins at sunset on

Saturday, March 27, 2021)

#### **April 2021**

Good Friday, April 2, 2021

Seventh & Eighth Day of Passover Saturday & Sunday, April 3 - 4, 2021

Eastern Orthodox Holy Friday Friday, April 30, 2021

May 2021

Eid-al-Fitr Thursday, May 13, 2021 (Observance begins at sunset on Wednesday,

May 12, 2021)

Shavuot Monday & Tuesday, May 17 - 18, 2021 (Observance begins at sunset on

Sunday, May 16, 2021)

If there is a day that is not listed on the Board approved observance days which impacts a significant number of students in any specific school; the principal has the discretion not to schedule any testing or major course review.

8/17/2020 - 10/9/2020 1<sup>st</sup> quarter (39 days)

10/12/2020 - 12/18/2020 2<sup>nd</sup> quarter (45 days)

1/5/2021 - 3/19/2021 3<sup>rd</sup> quarter (47 days)

3/22/2021 - 6/2/2021 4<sup>th</sup> quarter (49 days)





St. Petersburg Collegiate High Schools At St. Petersburg College

St. Petersburg Collegiate High School (SPCHS)
St. Petersburg Collegiate High School North Pinellas (SPCHSNP)

#### **Purpose**

The purpose of this document is to support charter schools and charter school networks in the development and submission of their Innovative Reopening Plan for the Fall 2020 school semester. This document will assist schools in aligning their plan with required assurances, or serve as the actual template for schools without an aligned plan to develop and submit one based on the assurances outlined in DOE ORDER NO. 2020-EO-06.

#### **Directions**

Charter schools and charter school networks shall complete this form and submit it electronically to their sponsoring school districts for review and approval by the time specified by the district (All plans are due to the Department by July 31). Charter schools have **two options** in the submission of an Innovative Reopening Plan:

□ **Option 1:** The charter school or charter school network provides a narrative plan, as well as identifies the page number(s) of where Assurances 1-5 are located in that plan (captured next to Assurances 1-5 below). The charter school's Innovative Reopening Plan must accompany this template upon submission. (*Note: charter school networks may submit one plan that covers multiple schools within their respective networks, provided that each participating school is identified.*)

☑ **Option 2:** The charter school or charter school network completes the Department's template provided later in this document.

#### **Proposed Innovative Model (Required for Option 1 and Option 2)**

The charter school or charter school network shall explain in detail the proposed Innovative Model by school type (elementary, middle, high, combination, alternative, DJJ education programs, etc.). This description must include the following: in-person instruction, specialized instruction, live synchronous or asynchronous instruction with the same curriculum as in-person instruction, and the ability to interact with a student's teacher and peers. Provide the page(s) where the narrative of the proposed Innovative Model is located in your submitted plan: Page 6

St. Petersburg Collegiate High Schools (SPCHS/SPCHSNP) offer students a distinctive educational experience with all the challenging academic rigor of college, balanced with an appropriate social environment that includes traditional high school events and activities for students in grades 10-12. Students enjoy the unique opportunities available by being on a college campus, with the support provided by the SPCHS/SPCHSNP staff as they simultaneously earn a high school diploma and an Associate in Arts degree from St. Petersburg College (SPC). SPCHS/SPCHSNP serve between 235-240 students at each campus. There are 70-75 sophomores at each campus and 80-90 students at the junior and senior levels.

#### **Health and Wellness:**

• As part of St. Petersburg College, SPCHS/SPCHSNP staff and students will follow the SPC Come Back Plan to ensure the health and wellbeing of the entire SPC community. See SPC's Come



Back Plan on page 15 of this document and click <a href="https://www.spcollege.edu/spc-updates">https://www.spcollege.edu/spc-updates</a> for updates. SPC's Comeback Plan is guided by information from the U.S. Center for Disease Control and Prevention. Other contributing best practices and guidelines include the Florida Governor's Office, Florida Department of Education, Pinellas County Health Department, Pinellas County Emergency Management and the Division of Florida Colleges. Due to changes in the spread of COVID-19, this plan will continue to be reviewed, adjusted, and communicated to ensure the health and safety of students and staff.

- SPCHS/SPCHSNP high school buildings will be open five days per week from 7:30 a.m. until 3:30 p.m. for students who wish to physically come to school for their learning or students may learn remotely from home via a blended learning modality.
- Parents will be surveyed to determine if they wish for their student in grade 10 to attend face-to-face instruction on campus or learn remotely from home. Students in grades 11-12 who are fully dual enrolled in all college courses will attend their courses as noted in SPC's Come Back Plan.
- All students and staff will be asked to complete the <u>symptom checker self-assessment in the</u>
   <u>Comeback Plan</u> each day. While attendance at work and school are vital for student success, noone should come to school if they are unwell or exhibiting symptoms of COVID-19.
- Signage will be placed throughout the high school area and campus reminding students, staff and visitors to practice social distancing, wear a mask, complete the symptom checker, and wash hands frequently.
- Parents may **NOT** drop off students at SPCHS/SPCHSNP **prior to 7:30 a.m.** Each student's temperature will be taken daily, using a noncontact thermometer, prior to the student entering the SPCHS/SPCHSNP high school area. SPCHS/SPCHSNP teachers and staff will periodically check with students during the day to ensure all students are feeling well. Parents **MUST** pick up students no later than **3:30 p.m.** each day.
- All SPCHS/SPCHSNP parents will receive the **PCS Student and Parent 2020-21 Wellness Responsibilities and Expectation form and return the signed portion** as part of the beginning of the year packet. By signing this form, students and parents understand their responsibility each day to 1) ensure their child is well, as outlined in the screening questions prior to entering an SPC/SPCHS/SPCHSNP building and 2) if their child becomes ill during the school day, the parent/guardian will make arrangements for their child to be picked up promptly following notification.
- SPCHS/SPCHSNP will establish a separate area for students who become ill at school who are displaying symptoms of COVID 19 until the parent/guardian can pick the student up from school.
- Approved medication dispersal will continue to occur with the exception that students with asthma
  will not be permitted to use nebulizer treatments at school due to the risk of aerosolization of
  respiratory particles. Students who utilize these treatments should consult with their physician to
  create a treatment plan.
- SPCHS/SPCHSNP will provide computers for classroom use and loan a laptop with a webcam to students who need one. Tenth graders who attend classes on campus will wipe down their



- computer prior to use and at the end of each period. Students who need a computer for home use will complete the computer loan agreement prior to the loan of a computer and parents will be responsible for the return of the laptop and webcam.
- Classrooms will be set-up for social distancing as noted in SPC's Come Back Plan. Dismissal between periods will be slightly staggered to allow for social distancing of tenth graders in hallways between class periods. Lockers will not be used and students changing classrooms will move their instructional materials from class to class.
- Cleaning and disinfection will be completed as outlined in SPC's Come Back Plan. All SPCHS/ SPCHSNP classrooms will have hand sanitizer and disinfectant wipes. Hand sanitizer will also be available in hallways throughout the SPC campus.

#### **General Information:**

- Students may bring a lunch or purchase a lunch in the SPC Cafe. Students in grade 10 who wish to purchase a lunch or who receive free/reduced lunch will complete the lunch survey in first period each day to reduce the wait time in the café. Staggering lunch dismissal for sophomores by one minute per classroom will allow for social distancing to the café. Students may eat in the café or in classrooms with teacher permission to ensure social distancing. Students in grades 11-12 may purchase a lunch in the SPC café, leave campus for lunch if the SPCHS/SPCHSNP Permission to Leave Campus Lunch Agreement form is on file, or bring a lunch. All students who qualify for free or reduced lunch will receive a free/reduced lunch from the SPC Cafe. SPCHS/SPCHSNP juniors and seniors may eat in the café or in a designated area in the high school area. Students attending remotely, who qualify for free/reduced lunch may coordinate with the principal to pick up lunches.
- PTA and SAC Meetings will be held virtually for the fall.
- All guest speakers for the Junior/Senior Seminars will provide virtual presentations.
- SPC, SPCHS and SPCHSNP will communicate on a regular basis via email, School Messenger phone calls and electronic newsletters, Remind, SPC Text Messages (Text YES to 68453 from your mobile device to receive text alerts) and via the SPC website at <a href="http://www.spcollege.edu">http://www.spcollege.edu</a>. For updates to the SPC Come Back Plan, please visit <a href="https://www.spcollege.edu/spc-updates.">https://www.spcollege.edu/spc-updates.</a>. Visit the SPCHS website at <a href="https://www.spchs.spcollege.edu">https://www.spchs.spcollege.edu</a> to keep informed of SPCHS/SPCHSNP news.

#### **Reopening Plan Assurances (Required for Option 1 and Option 2)**

The charter school or charter school network must agree to ALL of the assurances by checking the corresponding boxes.



- ☑ **Assurance 1:** Upon reopening in August, the charter school or charter school network will assure that all brick and mortar schools are open at least five days per week for all students subject to advice and orders of the Florida Department of Health, local departments of health, Executive Order 20-149, and subsequent executive orders. Provide the page(s) where the narrative of this assurance is located in your submitted plan: Page 6
- Assurance 2: The charter school or charter school network must provide the full array of services that are required by law so that families who wish to educate their children in a brick and mortar school have the opportunity to do so. These services include in-person instruction, specialized instruction for students with an Individual Educational Plan (IEP) and those services required for vulnerable populations, such as students from low-income families, students of migrant workers, students who are homeless, students with disabilities, students in foster care, and students who are English language learners (ELLs). Provide the page(s) where the narrative of this assurance is located in your submitted plan: Page 10
- ▲ Assurance 3: The charter school or charter school network will provide robust progress monitoring to all students; tiered support must be provided to all students who are not making adequate progress. If a student is receiving instruction through innovative teaching methods fails to make adequate progress, the student must be provided additional support and the opportunity to transition to another teaching method. Provide the page(s) where the narrative of this assurance is located in your submitted plan: Page 11
- Assurance 4: The charter school or charter school network will work with IEP teams to determine needed services, including compensatory services for students with disabilities. Charter schools must immediately begin working with IEP teams to identify students who may have regressed during school closures. IEP teams must follow a student-centered approach with a commitment to ensure that the individual needs of each child are met. Provide the page(s) where the narrative of this assurance is located in your submitted plan: Page 12-13
- Assurance 5: The charter school or charter school network will work with ELL Committees to identify ELLs who have regressed and determine if additional or supplemental English for Speakers of Other Languages (ESOL) services are needed. Charter schools should ensure that appropriate identification of English skills has been noted and that schools have the resources to implement additional interventions and strategies. Provide the page(s) where the narrative of this assurance is located in your submitted plan: Page 13-14
- **Assurance 6:** Progress monitoring data must be shared regularly by the charter school with its sponsoring school district, in a manner prescribed by the Department.



#### **Template Option for Reopening Plan (Option 2)**

#### Plan for Implementation of Assurance 1

• In the box below, describe the reopening in August of brick-and-mortar schools reflecting at least five days of school per week for all students subject to advice and orders of the Florida Department of Health, local departments of health, Executive Order 20-149 and subsequent executive orders. Also, provide the charter school's reopening date and schedule.

	Curriculum for Students in Grade 10		Faculty and Staff
•	SPCHS/SPCHSNP will be open five days per week from 7:30 a.m. until 3:30 p.m. for students who wish to physically come to school for instruction.	•	SPCHS/SPCHSNP staff and faculty will be available on campus five days per week from 7:30 a.m. until 3:30 p.m. to support students' academic, social and emotional needs by providing instruction, tutoring, mentoring, guidance, academic advising, support and resources for students attending school on campus or learning remotely.
•	Parents will complete a survey indicating their choice of on campus or remote learning for their child in grade 10.	•	SPCHS/SPCHSNP will use survey data to set-up classrooms to ensure social distancing to the extent possible. Students/staff will wear face masks and frequent hand washing and cleaning protocols will be followed.
•	Students will participate in lessons developed and taught by SPCHS/SPCHSNP faculty aligned to state standards and infused with college readiness skills to prepare students to make adequate progress in high school and college courses in grade 10 and as juniors and seniors who are fully dual enrolled in all college courses through St. Petersburg College (SPC).  Students will work collaboratively on presentations and projects via Zoom break out rooms to ensure social distancing.  Students will take one or two college level courses, aligned to their learning plan, taught by SPC or SPCHS/SPCHSNP high school certified and college credentialed faculty.	•	SPCHS/SPCHSNP classroom teachers will provide lessons aligned to state standards and infused with research, writing, technology, critical thinking, and college readiness skills for students who attend classes on campus and for students learning remotely. Through the use of an integrated technology video conferencing system (Poly Com Studio) that allows capture of live presentations and desk top documents to be displayed, students learning remotely will enjoy the same learning experiences as students in the classroom via Zoom. SPC Faculty will instruct students in blended, LIVE-Online, or face-to-face learning modalities through St. Petersburg College. A portion of SPC courses will be held face-to-face on campus with priority on hands-on learning classes, labs, and some general education courses.
•	Students will attend school or learn remotely in a blended learning environment from 8:00 a.m. until 2:00 p.m. Monday through Friday. Students learning remotely will be required to participate via Zoom for each period, every	•	SPCHS/SPCHSNP faculty will provide instruction in class or via a blended format for students who attend on campus or remotely using a video conferencing system as described above.



day, with their webcams on so teachers can
verify active participation.

- Students working remotely will complete assignments and projects individually or in collaborative groups via Zoom break-out rooms. Assignments will be submitted through MyCourses as outlined in each teacher's syllabus.
- Sophomores will follow a 180 day calendar similar to the Pinellas County School District calendar and aligned to the St. Petersburg College (SPC) academic calendar since SPCHS/SPCHSNP employees are employed by SPC. The school year will start on August 10, 2020 and end on May 26, 2021 providing 180 days of instruction. Each week sophomores will receive a minimum of 1500 minutes of instruction.

- Teachers will enter attendance via the Pinellas County Schools FOCUS Learning Management System.
- The Senior Data Management Specialists will monitor attendance and contact the parent/guardian when a student is absent.
- The principals will be informed of students with frequent absences so they can contact the parent and the student can be referred to the Child Study Team.
- The SPCHS/SPCHSNP calendar will be provided to all SPCHS parents, the District, and posted on the SPCHS website.

• The grade 10 schedule will be as follows:

Period 1: 8:00 – 8:55 a.m.

Period 2: 8:58 – 9:53 a.m.

Period 3: 9:56 – 10:51a.m.

Period 4: 11:00 a.m. – 12:25 p.m.

 $(85 \times 3 = 255 \text{ minutes per week M/W/F})$ 

Period 5: 11:00 a.m. – 12:25 p.m.

 $(85 \times 3 = 255 \text{ minutes per week T/TH/F})$ 

Lunch: 12:30 - 1:00 p.m.

Period 6: 1:05 - 2:00 p.m. for a total of 1500 instructional minutes per week.

- Students will participate in monthly mental health lessons and individual or small group counseling as needed.
- Students with a Take Stock in Children Scholarship will participate in virtual monthly meetings as required.
- Take Stock in Children Scholarship students and students assigned a mentor will participate in weekly mentoring via Zoom or in person.
- Students not meeting standard proficiency will participate in free tutoring offered during lunch or after school via Zoom or face-to-face on campus.

- The SPCHS/SPCHSNP Senior Data Management Specialists will create a bell schedule with 1500 minutes of instruction each week.
- The SPCHS/SPCHSNP principals will email a copy of the schedule with other beginning of the year packet information to students and parents at the beginning of the school year.
- Forms that need to be completed and returned will be fillable pdfs and posted on the website for safety and convenience. A paper packet will be provided upon request.
- School counselors will provide monthly mental health lessons and offer individual or small group counseling, as needed, to support students' social/emotional and/or academic needs.
- Faculty and staff will serve as mentors for Take Stock in Children students and other students who need additional support.
- Faculty and staff will proactively build positive professional relationships with students as part of the SPCHS/SPCHS "family-like" culture.
- SPCHS/SPCHSNP faculty and tutors will provide individualized mentoring and tutoring to students during lunch or after school.
- SPC's Learning Resources Center offers tutoring and resources to assist students to ensure success.



- Students not making adequate progress in college courses will meet with college professors during office hours, virtually or face-to-face, and utilize the resources SPCHS/SPCHSNP and SPC offer.
- SPCHS/SPCHSNP faculty will also offer support and tutoring to students not meeting with success in college courses.

#### **Curriculum for Students in Grades 11-12**

#### New juniors and their parents will participate in new student orientations to ensure a smooth transition to SPCHS/SPCHSNP.

- Students in grades 11-12 will be fully dual enrolled in all college classes in blended, LIVE-Online, or face-to-face learning modalities through St. Petersburg College.
- A portion of SPC courses will be held face-toface on campus with priority on hands-on learning classes, labs, and some general education courses. All other courses will be taught in a LIVE Online or blended online format. Please see SPC's Come Back Plan at the end of this document and click here for updates: https://www.spcollege.edu/spcupdates
- Students will take an average of six college courses each term usually Monday through Thursday. Students in grades 11-12 follow the SPC academic calendar: https://www.spcollege.edu/academic-
- Each student will create and follow a
   personalized learning plan (My Learning
   Plan) to ensure students meet the requirements
   for a high school diploma, an Associate in
   Arts degree, and are taking courses aligned to

#### **Faculty and Staff**

- SPCHS/SPCHSNP will facilitate online orientations for new juniors and their parents. As noted on page 6, staff and faculty will be available at school from 7:30 a.m. -3:30 p.m. Monday through Friday for students who attend school on campus or remotely.
- SPC faculty will teach students in dual enrollment courses and will offer support during designated office hours either face-to-face or virtually via Zoom.
- SPC's Academic Resource Areas and Libraries will be open with limited capacity. SPC offers a variety of resources for students at https://www.spcollege.edu/spc-updates/resourcesfor-spc-students which includes BayCare Counseling Program, Community Resources for Life Issues, Food Pantries, an Academic Tool Kit at https://mycoursessupport.spcollege.edu/academiccontinuity-resources-student-toolkit, https://spcollege.libguides.com/studentsneedtoknow,
  - and VitalSource for free digital textbook access and free tutoring and writing through platform Bartleby. Learn how to access these services.
- Students who need a computer and/or webcam will be loaned a computer to ensure their success in college courses. Internet is available in SPC's Academic Resource Areas and Libraries, and in the SPCHS and SPCHSNP Learning Labs. Additionally, each SPC Campus has a designated Wi-Fi area in campus parking lots for families who need Wi-Fi access after 3:30 p.m. or when the Library or Academic Resource Areas are at capacity to ensure social distancing.
- The SPCHS/SPCHSNP school counselor will guide each student in developing a personalized learning plan (My Learning Plan) aligned to each student's strengths, achievement gaps, and college/career pathway. The guidance counselor and/or academic advisor will monitor each student's progress toward



calendar

- their college/career pathway to meet the SPCHS/SPCHSNP mission.
- Students will report progress each month during weekly seminars. Parents and students can monitor progress via SPC's MyCourses.
- Students and their parents will participate in yearly credit checks and conferences to ensure students are making adequate progress and students are registered for the appropriate college courses.
- Students and their parents will participate in a variety of virtual workshops. Topics include transition to all college courses, the college application process, PSAT data and support for SAT/ACT, Bright Futures scholarship, and Senior Capstone event.
- Juniors and seniors will participate in required weekly one-hour seminars. Students will be required to attend these seminars via Zoom with their webcam on so attendance can be monitored.
- Students will work collaboratively on projects using Zoom Break-Out rooms.
- Students may access individual counseling from the guidance counselor and/or schedule three free counseling sessions through the BayCare program for SPC students.
- Students will participate in a three-year leadership development program in a blended learning format for the Fall Term.
- Students may participate in SPCHS/SPCHSNP and/or SPC Clubs, events, and activities via Zoom with their webcams on to facilitate social interaction.
- Students may work in break-out rooms to collaborate on club projects and events.
- Students may participate in SPC virtual events and activities.

- attainment of a high school diploma, Associate in Arts degree, and Bright Futures scholarship aligned to the mission of the school.
- Administrators and school counselors will monitor students' progress in college courses based on student self- reporting, SPC faculty reporting via email, and final college course grades.
- The SPCHS/SPCHSNP school counselors and the academic advisor will facilitate credit checks to monitor each student's progress and guide the registration process.
- SPCHS/SPCHSNP school counselors will facilitate student/parent workshops in a blended format, via Zoom, to ensure social distancing to support students and their families.
- The SPCHS/SPCHSNP school counselors and academic advisor will provide academic, social, and emotional support to students in a blended learning modality. Through the use of an integrated technology video conferencing system (Poly Com Studio) that allows capture of live presentations and desk top documents to be displayed, students will enjoy a learning experience similar to being in a classroom, but attend via Zoom to ensure social distancing. Topics include mental health lessons, academic advising, scholarship opportunities, guest speakers, career assessment and planning, college application process, and leadership development.
- SPCHS/SPCHSNP faculty will instruct students in the development of leadership skills in a blended learning format.
- SPCHS/SPCHSNP and SPC will offer clubs, activities, and events to meet the social and emotional needs of students via Zoom so all students whether learning remotely or on campus may participate.
- SPC's Student Life and Leadership Office, Learning Support Services, International Programs, and Program Deans will offer a variety events to help students get connected and feel engaged at SPC.



#### Plan for Implementation of Assurance 2

• In the box below, describe the plan for a full array of services that are required by law so that families who wish to educate their children in a brick and mortar school have the opportunity to do so. These services include in-person instruction and services required for vulnerable populations, such as students from low-income families, students of migrant workers, students who are homeless, and students in foster care.

In addition to the curriculum described in Assurance One, the following actions will be taken by the SPCHS/SPCHSNP faculty and staff to ensure a full array of services for students including migrant, economically disadvantaged, students not meeting grade level standards and students in foster care:

- The CUM folder and a data review (PERT, standardized test scores, grades) is conducted when students enter SPCHS/SPCHSNP to individualize each students' schedule and to inform instruction. Data are monitored through-out the year to assess each student's academic progress during weekly faculty meetings.
- A conference will be held at the beginning of the year and as needed for students who may be at risk to ensure the parent, student, and staff are working together to support the student.
- SPCHS/SPCHSNP staff and faculty build a professional relationship with all students, as part of our 'family-like' culture, so each student has at least one trusted adult at school for support.
- Formative assessment, PERT, PSAT, and standardized test data are used to identify gaps, guide classroom instruction, and used to develop differentiated instruction for students in grade ten to ensure students are receiving the support necessary for high student achievement in high school and college courses.
- Free tutoring is provided for students by the SPCHS/SPCHSNP faculty.
- SPC faculty provide individualized support during office hours and the SPC Academic Resource Area offers tutoring and resources to support students.
- Staff and faculty follow the **Response to Intervention** (RTI) Framework. Students who are not making adequate progress will be referred to the Child Study Team (CST) who will use the ICEL/RIOT Matrix Tool to collect and organize data to identify the possible causes of why an individual or student groups are not experiencing academic success.
- Once the CST team has identified and analyzed student performance data, they will design and implement an action plan using evidenced-based intervention(s) and monitor the effectiveness of the intervention(s) in narrowing the instructional gap. If the intervention(s) was successful, the team will continue to use the intervention(s) until the gap is eliminated. If the intervention(s) was unsuccessful, the team will repeat the 6-step problem solving process.
- Migrant students, foster students, and economically disadvantaged students may also be experiencing stress or challenges that impact their academic performance and their social and emotional development. These students will meet with the school counselor to ensure support and resources are provided. Individual counseling and/or referrals to BayCare or other community resources will be offered to the student and parent(s).



#### Plan for Implementation of Assurance 3

• In the box below, describe the schedule and process for administering local progress monitoring assessments, as well as the assessment tool(s) used by the school by grade level. In addition, describe how the data is used to determine how adequate progress is being made and how intervention and tiered support is being deployed.

Students	SPCHS/SPCHSNP Staff and Faculty
• Students will take benchmark assessments at the beginning of the year to identify their current level of performance and identify instructional gaps.	• The CUM folder and a data review (PERT, standardized test scores, grades) is conducted when students enter SPCHS/SPCHSNP to individualize each students' schedule and to inform instruction.
• Sophomores take the College Placement Test (PERT) in Reading, Writing, and Mathematics periodically during the year until they attain the college readiness score required to be fully dual enrolled in all college courses during the junior and senior year.	The principal or curriculum specialists will facilitate PERT testing to ensure students are making progress in meeting requirements for full dual enrollment by the end of the sophomore year.
• Students in grade 10 and 11 will take the PSAT in October and link scores to Khan Academy to prepare for the SAT/ACT.	• School counselors will facilitate the PSAT and inform students and parents of the process to link scores to Khan Academy as well as provide resources for students to prepare for the SAT/ACT.
Sophomores will take benchmark, formative, PERT, PSAT, and state standardized assessments.	• Formative assessments, PERT, PSAT, and standardized test data are used to identify gaps, guide classroom instruction, and used to develop differentiated instruction for students in grade ten to ensure students are receiving the support necessary for high student achievement in high school and college courses.
• Sophomores will receive data informed differentiated instruction, whether attending face to face or a blending learning modality to ensure they make adequate yearly progress and are prepared for rigorous college courses during the junior and senior years.	SPCHS/SPCHSNP faculty and staff review student achievement data for students in grade 10 and monthly for students in grades 11-12 during weekly PLC meetings.
<ul> <li>Sophomores will participate in individual student/teacher conferences to understand their current level of performance in relation to the state standards and college readiness skills.</li> </ul>	Free tutoring is provided for students by the SPCHS/SPCHSNP faculty.
• Juniors and seniors will report college grades on a monthly basis to the school counselor.	SPC faculty provide individualized support during office hours and the SPC Academic Resource Area offers tutoring and resources to support students.



SPC faculty will contact school counselors with any concerns regarding SPCHS/SPCHNP students via email or through SPC's Alert System.	• Staff and faculty follow the Response to Intervention (RTI) Framework. A conference will be held with the parent(s), student, and staff for all students not meeting FSA or College benchmark standards.
• Sophomores are required to have progress reports signed and returned every 4 ½ weeks by their parent/guardian.	• Students who are struggling or at risk will be referred to the Child Study Team (CST) who will use the ICEL/RIOT Matrix Tool to collect and organize data to identify the possible causes of why an individual or student groups are not experiencing academic success.
	• Once the CST team has identified and analyzed student performance data, they will design and implement an action plan using evidenced-based intervention(s) and monitor the effectiveness of the intervention(s) in narrowing the instructional gap. If the intervention(s) was successful, the team will continue to use the intervention(s) until the gap is eliminated. If the intervention(s) was unsuccessful, the team will repeat the 6-step problem solving process.
	• If the intervention was unsuccessful, the team will move to the Tier III phase of intervention.
	• If all interventions are unsuccessful in helping the student meet the grade level expectations the student will be referred to the ESE Team to determine if possible evaluation is needed.

#### Plan for Implementation of Assurance 4

• In the box below, describe how the charter school will work with IEP teams to determine needed services, including compensatory services for students with disabilities.

#### Students with an Educational Plan:

- SPCHS/SPCHSNP follow the processes set forth in the Pinellas County Schools ESE Handbook.
- A review of all IEPs/EPs will be conducted in August and in cases where an IEP/EP meeting was not held due to COVID-19, a virtual meeting will be scheduled prior to the start of the school year. All other IEPs/EPs will be updated prior to the October FTE Date Certain.
- At the beginning of each school year or upon the creation of an IEP or EP, faculty are informed of each student's IEP/EP. SPCHS/SPCHSNP faculty may access each student's IEP/EP through PEER via the Pinellas County Schools Focus Learning Management System. SPC faculty can access each student's IEP/EP through the SPC Accessibility Services Department.



- Students with an IEP or EP will receive the same services in high school and college courses as students in face to face learning regardless of the learning modality.
- Case Managers, in collaboration with the principal and/or curriculum specialist, will review each student's data monthly, which includes consult logs, teacher feedback, PERT, formative assessments, standardized assessments, and grade data, to assess each student's level of performance with the curriculum in relation to his/her IEP goals.
- If data indicate that the IEP Team may need to meet to review and possibly amend the student's goals, an IEP meeting will be scheduled.
- ESE meetings will be held virtually, whenever possible, to limit exposure to staff, students, and families.

#### Students with a 504 Plan:

- At the beginning of each school year or upon the creation of a 504 plan, SPC, SPCHS, and/or SPCHSNP faculty are informed of each student's 504 Plan. 504 Plans may be accessed through SPC's MyCourses and Pinellas County Schools Focus Learning Management System so faculty may refer to them as needed throughout the year to ensure students with a 504 plan receive his or her accommodations.
- The 504 Committee reviews each student's academic data during the year and will reconvene the 504 Committee if the student is not making adequate progress in his/her college or high classes. For students who are making adequate progress, the 504 Committee will convene at least once per year to review the student's plan and amend it as needed to support the student the in making adequate progress.
- The 504 Team will meet virtually, whenever possible, to limit exposure to staff, students and families.

#### Plan for Implementation of Assurance 5

• In the box below, describe how the charter school will work with ELL Committees to identify ELLs who have regressed and determine if additional or supplemental English for Speakers of Other Languages (ESOL) services are needed.

For the 2020-21 school year, SPCHS/SPCHSNP do not have any students enrolled who are identified as ELs. The following process is followed to ensure ELs are identified and receive the appropriate strategies to make adequate progress:

- At the beginning of the year, parents complete a Home Language Survey which is reviewed by the Senior Data Management Specialist at each school.
- If a student's primary language is not English, then the El Committee Chair will contact the Pinellas County Schools ESOL Office to request ACCESS 2.0 testing to determine the student's English language proficiency.



- The EL Committee Chair will review the testing results from Pinellas County Schools and
  convene the EL Committee if testing indicates support is needed. The EL Committee will
  determine the high yield strategies to be implemented in the classroom to support the student's
  language acquisition and proficiency, to assist the student in making adequate progress in high
  school and college courses.
- Student data will be monitored every nine weeks and strategies revised, as needed, to support the student in making adequate progress.

#### Assurance 6 does not require an additional narrative.

#### Acknowledgement

The charter school or charter school network verifies the information in this form.

Name and title of person responsible for completion and submission of the Innovative Reopening Plan

Starla R. Metz, AVP Collegiate High Schools, St. Petersburg College

Contact information: email, phone number

metz.starla@spcollege.edu, 727-302-6883

**Date submitted** 

July 16, 2020

Signature of authorized representative





June 2020

St. Petersburg College

# COMEBACK

The overarching guiding principles were used to develop the following guidelines:



#### **SAFETY**



#### **STABILITY**



#### **STUDENTS**

Advancing our agenda and keep students learning.

**SPC** St. Petersburg College





# **WELCOME BACK TITANS!**

As we continue to face uncertainties regarding the COVID-19 pandemic, the safety of all Titans remains the highest priority of St. Petersburg College. Implementing safety protocols and requirements, and conducting ourselves in responsible manners as we gradually transition back to campus will be key to the success of our return.

SPC's **Titans Comeback Plan** is guided by information from the U.S. Center for Disease Control and Prevention that prioritizes the safety of students, faculty, and staff. Other contributing best practices and guidelines include the Florida Governor's Office, Florida Department of Education, Pinellas County Health Department, Pinellas County Emergency Management and the Division of Florida Colleges.

These guidelines and policies help ensure the health and well-being of the entire SPC community and are effective **June 1, 2020** through **Dec. 31, 2020**. The plan will be amended as needed as new information becomes available.

# PHASED COMEBACK TIMELINE



# EFFECTIVE WEEK OF JUNE 15, 2020

Continue enhanced cleaning and sanitation on campus

Facilities preparations (room arrangements, plexiglass and technology install, etc.)

Only essential employees and partners allowed access to campus (based on approved plans)



# EFFECTIVE WEEK OF JULY 13, 2020

Limited faculty access to campus for materials/ instructional design (coordinated through Deans and Provosts)

On-campus book pick up and drop off available (coordinated though Barnes & Noble)

Limited employee and partner access, beyond those that are essential (based on approved plans)



## EFFECTIVE WEEK OF AUG. 3, 2020

Fall classes begin face-to-face at a portion of course schedule Aug. 17, 2020

Limited face-to-face student services available on campus

Expansion of employees returning to campus (based on approved plans)



# EFFECTIVE WEEK OF JAN. 3, 2021

Spring classes begin face-to-face Jan. 11, 2021 (capacity TBD)

Expansion of face-to-face students services available on campus

Greater expansion of employees returning to campus

# **PROTECTING** YOUR HEALTH



A portion of Fall course schedule classes will be held face-to-face on campus with priority on hands-on learning classes, labs and some general education courses.



**Hand sanitizer, wipes and soap** available for personal sanitation.



Face coverings are required in all SPC buildings.

(certain programs follow additional requirements).



Wayfinding signs and floor markers will be used in buildings to designate one-way foot traffic and social distancing.



Social distances of 6 feet

will be maintained, including adjusted **classroom** and **lab seating** patterns.



of all common and classroom areas.

## **REFER TO ADDITIONAL DETAILS:**

STUDENTS CLICK HERE

EMPLOYEES CLICK HERE

## **SYMPTOM CHECKER**

Please use this self-assessment tool to determine if you should come to an SPC campus or site.



Do you have a cough, fever over 100 degrees, shortness of breath, sore throat, headache, chills, body aches, fatigue, nausea/vomiting/ diarrhea, loss of taste or smell?



Are you taking any over-the-counter medications to relieve cold or flu-like symptoms?



Have you been on a cruise or any international travel in the past 14 days?



Have you been in contact with anybody diagnosed with Covid-19? If you suspect or have been exposed to COVID-19, and you have been on campus, please contact SPC Emergency Management immediately at

**727-341-4501** or **Emergency Management @spcollege.edu**.



If you answered yes to any of the above questions, DO NOT come to campus.



#### ELEVATORS/ STAIRWELLS

- Avoid using elevators; if you must, limit to two people per ride
- Keep three steps between you and the next person on stairs
- If a building has two stairwells one may be designated as "up" and the other "down"
- Avoid high-touch surfaces, such as buttons and handrails
- Wash hands or apply hand sanitizer after using
- Maintain social distancing and wear face coverings
- Follow all COVID-19 related hygiene tips, such as coughing into your elbow

# FACILITIES & CLEANING

Enhanced cleanings of all common areas and classrooms will be performed throughout the COVID period. Frequently touched surfaces such as door handles, hand rails, elevator push buttons, restrooms, etc., will be cleaned several times throughout the day. Electrostatic disinfecting of all common and classroom areas will also occur every night. Additional cleaning supplies will be available for students and instructors to clean learning spaces before use.

- All restrooms will be cleaned and disinfected a minimum of twice daily.

  Employees should use a paper towel to open the door in restrooms after drying hands and place the towel in a trash receptacle next to the door.
- **Drinking fountains** at all locations will be taped off and disabled. The water bottle filling capability at these stations will remain available. Individuals are encouraged to fill personal water bottles and/or bring personal beverage.
- Heating Ventilation & Air Conditioning (HVAC) systems in College offices, rooms and spaces will be operated to provide the best indoor air quality. Preventative and manufacturer recommended maintenance is being conducted College wide on all HVAC systems. Facilities staff will continue to perform routine inspections on HVAC equipment, including filters change outs, and outdoor air damper positioning. Employees should not use fans/heaters of any kind within offices or workspaces.
- Frequent hand washing is highly encouraged. Liquid sanitation stations will be available at all main entrances. Hand wipes will be stationed in the hallways for use by staff and students. Hand wipes will be located in shared office spaces and areas where face-to-face student services are performed (e.g. advising, career services, tutoring etc.) Please place hand wipes in trash receptacles once used.
- If a positive case of COVID-19 is identified in a SPC facility, the area will be closed to allow for appropriate cleaning of areas and contact actions will be initiated.
- Social distancing posters, space indicators and other signage will be
  displayed in areas throughout the building. Wayfinding signs and floor markers
  will be strategically placed to encourage social distancing and direct traffic to
  minimize congregation in areas.
- Due to frequent use, we encourage students, faculty and staff to wipe down computer keyboards, mice, and stations, as well as desks or other hard surfaces before using. Adequate levels of cleaning supplies will be provided to be used before and after each use.

#### **BUILDINGS ENTRANCES**

In an effort to ensure appropriate screening protocols, building entrances may be limited to a single-entry point where possible. To ensure safe egress, building exits will not be limited or closed. In addition, everyone should avoid crowding through doorways and provide acceptable social distancing when entering and exiting buildings and classrooms.



# **STUDENT** SPECIFICS

All students, guests and partners are asked to complete the COVID-19 symptom checker self-assessment prior to coming into College buildings, and comply with all policies and safety protocols. Those who seek an accommodation or adjustment to any of these policies due to a disability should contact (727) 341-4510, or in the case of students seeking accommodations, your campus Accessibility Services Coordinator (Accessibility Services).

#### **CLASSES & LABS**

- A portion of classes from the Fall course schedule will be held on campus, including labs, health care, public safety, and other programs that require hands-on learning, as well as some general education courses where research has shown students are more likely to be successful in a face-to-face format.
- Other classes will be offered **fully online** or **in our LIVE Online format**.
  - Fully online courses are self-paced.
  - LIVE Online courses offer some independent work combined with interactive video conference lessons with professors and fellow students. The SPC LIVE Online set-schedule courses provide all the benefits of face-to-face courses in a live, remote setting without leaving the comfort of your home. Benefits of SPC LIVE Online classes include:
    - » Regularly scheduled times to meet virtually with professors and classmates
    - » Interactive discussion forums
    - » Access to course materials such as videos and PowerPoints
    - » Flexibility of scheduling
    - » High-quality, guided instruction

**Please note:** While the SPC LIVE Online courses provide greater flexibility, they are not self-paced.

• Workspaces, including student classrooms and labs will be adjusted to maintain 6-feet of distance, utilizing a modified seating pattern, rotational seating plan, or other means appropriate based upon overall classroom size.







- Onsite **book returns and pick-ups** will be available beginning July 13, 2020 and must be coordinated through Barnes & Noble for bookstore protocols.
- All **events and activities** will remain online for summer and fall semesters, or until the time when social distancing recommendations are relaxed.
- Face-to-face student services will be conducted by appointment only, until it is determined that walk-ins will be accepted. Students are encouraged to take advantage of remote/online students services until that time.
- Students will not be permitted to bring guests to their appointment due to room capacity limits. Guests may wait outside the designated appointment/service area.
- Nature's Table open for to-go food and drinks.

#### PERSONAL SAFETY PRECAUTIONS

- · Face coverings are required in all SPC buildings.
  - At least one face mask will be made available for all students returning to campus.
  - Guests who may come into contact with SPC employees and students are asked to provide their own disposable or reusable face coverings.
  - Any person not abiding by the face covering requirement may be asked to leave the facility and security may be contacted. Repeated non-compliance with face coverings may be referred to the Associate Provost or appropriate Academic Dean.
- All students and guests should wash and/or sanitize hands (sanitizer, soap and/or wipes will be made available) upon entering and exiting the building and throughout their time on campus.





#### **MEETINGS**

- Whenever possible, in-person meetings should be replaced with virtual meetings. Essential in-person meetings should be limited to employees only and wearing of face coverings and social distancing should be maintained. The standard room capacity for meeting rooms and personal offices will be reduced to ensure at least 6-feet of space between all participants.
- Signs will be posted to communicate new capacity. When possible, tables and chairs will be marked or moved to support proper social distance. Cleaning supplies will be available to disinfect work surfaces or frequently touched areas. Meeting times should be held to a minimum to accomplish the meeting objectives. Employees should not linger and socialize after essential meetings.
- There should be no serving of food at any meetings or gatherings.
   Meeting attendees should clean and disinfect all table surfaces, chairs, and computer equipment at the conclusion of each meeting.
   Cleaning supplies will be available in the meeting space.

# **EMPLOYEE** SPECIFICS

All employees are asked to complete a COVID-19 **symptom checker self-assessment** prior to coming into College buildings and comply with all policies and safety protocols. Employees who seek a **workplace accommodation** to work from home due to a high-risk medical condition, or any other type of workplace accommodation due to a disability, should contact their supervisor and coordinate the request through HR Benefits.

#### **WORK SCHEDULES**

- As possible, employees will, with the approval of their supervisors, balance working from College locations and continuing to work from home. Teleworking arrangements may be subject to SPC's Teleworking Policy.
- Supervisors may, at their discretion, require some or all of their staff to return to a
  College location completely or on a reduced or intermittent schedule, provided
  all social distancing and other requirements outlined within this return plan are
  established and maintained.
- Employees **desiring to enter SPC locations outside of normal operating hours** and on weekends must coordinate with your supervisor and receive Provost approval in writing at least 48 hours prior to your arrival time, in addition to the completion of the symptom self-assessment.

#### PERSONAL SAFETY PRECAUTIONS

- Face coverings are required in all SPC buildings
  - One face covering will be provided by the College for all employees upon return to work. Employees are asked to please help defer expenses by providing any additional face coverings necessary beyond the first one supplied.
  - If any accommodation regarding the face covering requirement is necessary, please first coordinate with your supervisor.
  - For employees not in compliance, any escalations will be addressed by the supervisor.
- Employees must wash and/or sanitize hands (sanitizer, soap and/or wipes will be made available) upon entering and exiting the building and throughout the day.
- Employees may use communal equipment, such as refrigerators, coffee pots, printers. Sanitation wipes will be made available across campus sites for personal disinfection ahead of use. No food consumption in these spaces will be allowed.
- Plexiglass barriers will be provided where 6-foot distance can't be accomplished for front-line staff where the primary function is greeting, routing, or providing face-to-face services to students and guests.

#### **TRAVEL**

All essential work-related travel outside of in-district, regardless of transportation mode, must be pre-approved by the employee's respective Cabinet member. Employees should not carpool with other employees, or those outside of their immediate household in College or personal vehicles.

Employees taking personal travel should adhere to CDC and local health department guidelines regarding isolation after travel. Please communicate travel to/from CDC high risk areas with your supervisor.

Travel guidelines: www.cdc.gov/coronavirus/2019-ncov/travelers/



www.cdc.gov/handwashing/hand-sanitizer-use.html

#### **Cloth Face Coverings:**

www.cdc.gov/coronavirus/2019ncov/prevent-getting-sick/diycloth-face-coverings.html

### Using Personal Protective Equipment:

www.cdc.gov/coronavirus/2019-ncov/hcp/using-ppe.html

#### How to clean and disinfect:

www.cdc.gov/coronavirus/2019ncov/community/disinfectingbuilding-facility.html

# REPORTING COVID-19 OR FLU-LIKE SYMPTOMS

Contact tracing and mitigation efforts are critical to ensuring the safety of all Titans. Anyone suspecting or has confirmed they may have COVID-19, or may have come into contact with someone who suspects or has confirmed COVID-19, should contact SPC Emergency Management immediately at 727-341-4501 or EmergencyManagement@spcollege.edu.

In addition, completing the **symptom checker self-assessment** each day before you arrive for work or classes, is critical in ensuring that we are able to effectively contract trace.

If you have experienced any COVID-19 or flu-like symptoms within the last 72 hours, DO NOT come to campus. **You may return to campus according to the guidelines provided in the CDC return criteria** (www.cdc.gov/coronavirus/2019-ncov/hcp/return-to-work.html).

#### **ADDITIONAL RESOURCES:**

- SPC COVID-19 website: www.spcollege.edu/spc-updates
- Pinellas County COVID-19 website: www.pinellascounty.org/hr/coronavirus/
- State plan or COVID-19 website: floridahealthcovid19.gov/
- CDC COVID-19: If you are sick: www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/index.html
- Symptoms of COVID-19: www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

Legal and Medical Disclaimer: The information contained in this document does not constitute legal or medical advice.

# SPC St. Petersburg College

The Board of Trustees of St. Petersburg College affirms its equal opportunity policy in accordance with the provisions of the Florida Educational Equity Act and all other relevant state and federal laws, rules and regulations. The college will not discriminate on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this Rule, the college will not tolerate such conduct. Should you experience such behavior, please contact Pamela Smith, the director of EA/EO/Title IX Coordinator at 727-341-3261; by mail at P.O. Box 13489, St. Petersburg, FL 33733-3489; or by email at eaeo\_director@spcollege.edu. 6/2020