The Board of Trustees of St. Petersburg College met on Tuesday, March 17, 2020 at the St. Petersburg College Health Education Center, 7200 66th Street N, Pinellas Park, Florida. The following Board members were present: Chair Katherine Cole, Bridgette Bello, Deveron Gibbons, Thomas Kidwell and Nathan Stonecipher were present. Dr. Tonjua Williams, President of St. Petersburg College and Secretary to the Board of Trustees was not present. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

NOTICE OF MEETING BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 9:00 a.m. on Tuesday, March 17, 2020, at the St. Petersburg College. Health Education Center, 7200 66th Street N, Pinellas Park, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are no rules being presented for adoption or amendment at this meeting.

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

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

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

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

20-022 In accordance with the Administrative Procedure Act, the following Agenda was prepared:

AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES MARCH 17, 2020

SPC CARUTH HEALTH EDUCATION CENTER TEACHING AUDITORIUM 7200 66th STREET N PINELLAS PARK, FL SPECIAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS

- A. Presentation of Retirement Resolutions and Motion for Adoption
- B. SPC Spotlights

III. COMMENTS

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

IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of February 18, 2020 (Action)

V. MONTHLY REPORTS

- A. General Counsel
- B. SPC Foundation Mr. Jesse Turtle, Vice President, Institutional Advancement and Executive Director, Foundation (*Presentation*)

VI. STRATEGIC FOCUS

A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

- 1. Strategic Plan Dash Board Dr. Sabrina Crawford, Associate Vice President, Institutional Effectiveness and Academic Affairs (*Presentation*)
- 2. Retention Dr. Susan Demers, Acting Vice President, Academic Affairs (*Presentation*)
- 3. Proposed 2020-2021 Academic Calendar (Action)

B. BUDGET AND FINANCE

1. Budget Operating Report – Ms. Janette Hunt, Acting Vice President, Finance and Business Operations (*Presentation*)

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. Annual Membership Assessment in Florida College System Risk Management Consortium (Action)

2. GRANTS/RESTRICTED FUNDS CONTRACTS

- a. Florida Department of Economic Opportunity Florida Job Growth Grant, Training Incubator at Midtown (*Action*)
- 3. Other
 - a. Swah-Rey LLC- Lease Agreement for Café Service, St. Petersburg/Gibbs Campus (*Action*)
 - b. Credit Curriculum Changes (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*)
- IX. PROPOSED CHANGES TO BOT RULES MANUAL Public Hearing None
- X. PRESIDENT'S REPORT
- XI. NEXT MEETING DATE AND SITE

April 21, 2020, EpiCenter 1-453

XII. ADJOURNMENT

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: March 6, 2020

20-023. Under Item I, Call to Order

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

20-024. Under Item II – Recognitions

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

20-025. Under Item III, Comments

Chair Cole stated that state requires the Board meetings to be public. The Governor's recent executive order and state statute allow for some telephonic hearings and meetings and emergency meetings of other board and state agencies those laws do not specifically include college and university boards.

Chair Cole announced that April's meeting is being planned to be hosted virtually so the Board members do not need to physically come.

Chair Cole announced that information from presentations prepared for the Board meeting were available electronically in order to follow the social isolation recommendations from the CDC. She noted that all Board members will have the opportunity to ask questions of the staff one-on-one as needed.

Trustee Gibbons stated that he believes the Governor intended for the college and university board meetings to also be telephonic.

Chair Cole agreed that was probably the Governor's intent but stated that they have had these conversations with the Commissioner of Education and the Chancellor. Additionally, Dr. Williams and she talked with Ms. Gardner over the weekend; Ms. Gardner did some follow-up research on the statute. Chair Cole said that she is sure it was just an oversight from the state that will be quickly remedied.

Dr. Williams stated that since SPC heard the news and knew that the Coronavirus was coming, the College started pulling out it's continuity plans and looking at them regularly to make sure that SPC was well-prepared. Then, SPC went on Spring Break and everything changed. The things that SPC were told they would probably not have to do, SPC ended up having to indeed do. The College family came right back, even before Spring Break, and started working on how SPC can offer online classes to on-campus students – those students who had opted not to go online.

Dr. Williams shared that SPC already had a continuity plan in place. The Deans, along with other administrators, started looking at the plan and working on issues — especially for the courses that do not lend well to online instruction; for example, health programs with clinicals, labs for anatomy and physiology, Police Academy and Fire Academy, and some of the other programs that have to have hands on. SPC knew that they were going to have to come up with some kind of alternative instruction.

Dr. Williams said that Deans and Administrators have been having conference calls every day. They had a call yesterday to find out where SPC stands on being prepared to be online. She noted that many of the colleges took an extra two weeks off or a week off, but their Spring Break is going on right now, so they get this whole week to prepare. Because SPC already had a plan and has already had Spring Break, the team confirmed that they are ready to roll on Wednesday. They did not want to further delay or have any more out-of-class time missed, especially for oncampus learners who are not really ready for online. They the sooner SPC can get up and running and work with the students, the better they will be able to keep them on track and keep them moving. Taking another week will cause even more of a delay. The other reason SPC decided to stick with the current plan is we did not want to delay the Spring semester and end it later, then we would need to change the start of summer. SPC will be doing some of that for the limited access programs; most of those are cohort based, so it is easier for them to do their own thing.

Dr. Williams shared that for nursing, the hospitals are starting to cancel clinicals. SPC has been able to use the simulation lab, so they are going to try to keep it going and not have to stop nursing.

Dr. Williams stated that SPC is going to delay the Fire Science Program for two weeks, as the faculty are firefighters and are busy with their emergency preparations.

Dr. Williams noted that SPC has about 500 laptops and will be distributing about 250 of them today for employees to be able to work from home. Since the school district shut down, SPC has many employees who are also parents, and they are trying to figure out how to do both. SPC is scrubbing these laptops and will be distributing them to advising, finance, and budgeting staff – those who are doing back-office service functions. Even tutors will be able to work from home. The College is implementing Zoom, which allows video conferencing, for faculty to video some classes and send them to the students. Online education will include more than just blogging and logging in.

Dr. Williams announced that tomorrow, if everything goes well today, she expects to announce that the majority of SPC employees will be working from home. The College will be able to highlight the links of services to students, including how to reach an advisor, how to reach financial aid, how it will work. SPC will have a limited crew on the campuses and will announce where they are, when they are, and what that will look like.

Dr. Williams shared that the Chancellor sent an email this morning saying they want to meet with the colleges again about going forward because the CDC just sent Florida an entire recommendation on what everyone should be doing, and it includes colleges. The governor said school districts should shut down and offered guidance to universities while asking state colleges to stay open. She believes that today or tomorrow when they have that conference call, the question will be how much can be done online so that the colleges can close, because SPC has to also protect faculty and staff.

Dr. Williams stated that yesterday's conference call was about an hour and a half to two hours long. The College is sticking with the daily communication with the county emergency task force. She has communicated a couple of times with Mike Grego as well as the USF regional Chancellor.

Vice Chair Bello stated that Dr. Williams has done a fantastic job of keeping the Board appraised as to what is going on. She fully trusts that Dr. Williams is doing everything possible to keep faculty, staff, and students safe.

Dr. Williams added that SPC will open their food pantries and their crisis closets with clothes and toiletries for students. SPC also will be putting in an announcement to remind students of the free BayCare counseling sessions for those who need it. SPC is working with veterans and students with disabilities on how to keep them whole and keep them moving.

Dr. Williams noted that some student athletes who are international students are asking to go home, and they want to be able to be assured that they can finish their classes online. Yesterday, SPC determined that they will be able to keep their classes online.

Dr. Williams shared that the facilities crew is hiring BELFOR to come in and do a major disinfecting scrub. Some SPC facilities members are sick, and SPC has had members who traveled out of the country and on cruises who are on the fourteen-day self-containment at home.

Chair Cole thanked Dr. Williams. She stated that Dr. Williams and she have probably talked more in the past five days than they have in a long time. She thanked the entire team who began getting on calls and meeting in person midweek last week during a time when the entire College was supposed to be closed.

Chair Cole shared that on her way to the Board meeting, she was on a conference call with the board of BayCare, and it was reassuring because as much as there is the thought of social isolation and what is happening in Italy, there was a reinforcement of the CDC's guidelines. Having 50 people or less and making sure things are clean and disinfected. She was reassured

because there is a tendency to panic and think everything needs to shut down and everybody go inside. That is another reason why she felt comfortable this morning so long as the Board is within those guidelines. She stated again that she appreciates everybody's hard work to do that. There will be people on campus and that is okay, and everyone will be sure to stay within those guidelines. If those guidelines change, SPC will be nimble and have to change.

Chair Cole acknowledged several groups of students who may face particular issues: (1) students who are at the end of certificate programs where their jobs rely upon completing the certificate; (2) students who are graduating and moving on to another academic program; (3) students that are receiving certain loans and grants that have an obligation for them to complete; (4) veterans who receive financial aid that does not allow for 100% online learning. She again commended the administration, faculty, and staff who are learning on the fly how to best support these students.

Dr. Williams added that there are students who do not have access to technology, and so some of the communications companies are looking at allowing SPC students to have free Wi-Fi. SPC is also looking at laptop loans for students who do not have laptops at home. She reiterated the critical need to get these students access to Wi-Fi.

Dr. Williams commended the faculty and administrators, specifically mentioning Rita, Bill, Jackie, Rebecca, Suzanne, the deans, the provosts, and the associate provosts.

Dr. Williams restated that the hope is to have a serious skeletal crew on campus and the majority of the College family working from home. Those who have roles that do not suit well for working from home, like groundskeeper or facilities, will be given professional development opportunities and other functions that they can serve to help during this time, and then they will be rotated on and off campus as needed.

Chair Cole inquired as to the plan for faculty that are not yet prepared for their classes to be online.

Dr. Williams responded that the majority of faculty are prepared – if they are not using MyCourses, they are using Zoom. Some are pre-recording their lectures and sending them out. She acknowledged that many of these faculty members choose to only teach face-to-face and therefore may not be comfortable with online instruction, so the College is using alternative tools for them to be able to record their lectures and work on getting them captioned so that students can see the lectures, and then they can email their instructors questions. She added that all of the faculty will communicate with their students about what changes are going to happen in the class. Many faculty members have already done that, and some will be doing that today.

Trustee Stonecipher asked if there is any word yet from the state on what SPC may be looking at as far as performance funding changes considering what is going on.

Dr. Williams replied that that will be dealt with at a later date. She stated that this is the cooling-off period for the budget. SPC ended up getting a couple of things possibly in the budget, but it has not been confirmed, and then it still has to be approved by the governor. SPC cannot find in the actual budget yet where they are with performance-based or the new seven-tiered enrollment growth plan. She stated that it would probably be much smarter on Friday.

Trustee Stonecipher asked if the idea is that the steps everyone is being forced to take now will lead to the state being a little bit more lenient on whatever that performance funding is next year.

Dr. Williams explained that the performance-based funding is not necessarily based on the things that the college presidents feel it should be based upon. Additionally, performance-based funding unfortunately changes sometimes every year. The College does the work, and then it is time for the state to do the budget, and they decide to change the criteria, and then the colleges have not had a chance to work on those areas. She noted that there may have even been some changes to the seven-tiered growth model in the Senate.

Dr. Williams thanked the Board for being patient and responding to all of her emails.

Dr. Williams shared that yesterday; Chief Chad Pittman from the Largo Fire Department donated a firetruck to the College, which the College needed. She noted that the firetruck is in good shape.

Dr. Williams announced that one of SPC's donors decided to give the College another \$350,000 yesterday to help with nursing.

Dr. Williams said that SPC student Alyssa Hardy was selected as a Silver Scholar for Coca Cola's 2020 Academic Team for Phi Theta Kappa, which is a substantial scholarship.

Dr. Williams announced that SPC hired a Vice President for Academic Affairs during Spring Break. His name is Matthew Liao-Troth, and he comes from the Hawaiian system. He has been a senior VP of Academics, and he came in with many good ideas. Dr. Williams is excited to bring him on in July.

Dr. Williams noted that she is still working on the VP of Finance position.

20-026. Under Item IV, Review and Approval of Minutes

The minutes of the February 18, 2020 Meeting of the Board of Trustees of St. Petersburg College were presented by the chair for approval. Trustee Stonecipher moved approval of the minutes as submitted. Vice Chair Bello seconded the motion. The motion passed unanimously.

20-027. Under Item V, Monthly Reports

Under Monthly Reports

A. General Counsel

Ms. Suzanne Gardner thanked the Board and Dr. Williams for all their hard work and diligence on behalf of the College.

Ms. Gardner stated that the Board members should have in their packet a short memo concerning the initial meeting of the adjunct union, SEIU. The meeting took place at the College on March 6th at the District Office. The purpose of the meeting was introductions and looking at the timeframe and the approach to collective bargaining. There was a team there from SEIU, a team from the College, and three public observers. The discussion focused around the approach to bargaining, sharing information, and the timeline for moving forward with collective bargaining and a contract. The second meeting is scheduled for April 9th. She noted that there have been no discussions of substantive matters or any proposals at this point, but that she will keep the Board appraised as necessary. She wants the Board to feel free to request a meeting to discuss some of the negotiations and keep things moving forward. It will ultimately be the Board that will be approving the contract.

Chair Cole asked at what point in the negotiations would she need the Board's input via a shade meeting with respect to some of these issues.

Ms. Gardner explained that what will happen is the union will bring proposals and different terms and conditions to the table. She imagines it would not be in the first several months of this work, but later as the union reaches consensus on key issues. At this point, the union will want input from the Board so that they can move forward with terms and conditions and provisions that the Board has reviewed and weighed in on.

20-028. VII. STRATEGIC FOCUS AND PLANNING

A. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT

1. Strategic Plan Dash Board

Vice Chair Cole stated that one of the Board's directions with the strategic plan has been to align the budget with the plan and to ensure that there is focus and the staff and the administration is not feeling spread too thin. In a time where so many resources are being reallocated to facilitate new and different learning, she asks for the Board's feedback on their expectations with respect to the strategic plan status and goals. She asked if the Board should look at any of these particular goals and try to limit what the College is working on right now. She suggested that Dr. Crawford could perhaps come back next month with 'hot topic' priorities, or that the College could just keep moving forward and see what happens in the next thirty days.

Vice Chair Bello noted that the College will have to remove 'increase event attendance.'

Trustee Stonecipher opined that it might be a little too early to start making changes. He would like to see how things play out for a little bit and get feedback from those directly involved to see if they would like more specific guidance on where SPC needs to focus. He noted that the strategic plan was heavily discussed, and these were the areas the College and the Board wanted to home in on, so he would like to see it play out a little bit longer before narrowing the scope.

Vice Chair Bello agreed with the exception of the events.

2. Retention – Dr. Susan Demers, Acting Vice President, Academic Affairs (*Presentation*)

No Discussion

3. Proposed 2020-2021 Academic Calendar (Action)

Dr. Williams stated that, regarding the academic calendar, SPC works with a number of individuals each year throughout the College, and SPC programs the system to be prepared to implement the calendar as it has been presented for the Board's consideration. SPC kept the number of holidays the same; the number of holidays is below what the state allows. SPC has kept the schedule steady. For the 2021-2022 year, SPC will look at how they can better align time off with the school district as well as the universities. The next academic calendar will be a collaborative schedule. The school district does their academic calendar early, so SPC will need to start working on the schedule for the next go-round.

Trustee Kidwell opined that that is a good idea.

Dr. Williams agreed. She added that many state colleges do not organize Spring Break with the school districts, but that some of the better ones do, and she would like SPC to be a part of that. She noted that her team has recommended this in the past before she started. She opined that the current situation is a prime example of how this would have worked much more smoothly had SPC been aligned. She also stated that there could have been a better process for the community colleges to have experienced in the advice they have been given.

Dr. Williams stated that this schedule is a good schedule, but that the next one will be aligned with the universities and the school district.

The Board considered VI - A.3 Trustee Stonecipher moved approval. Vice Chair Bello seconded the motion. The motion passed unanimously.

B. BUDGET AND FINANCE

1. Budget Operating Report – Ms. Janette Hunt, Acting Vice President, Finance and Business Operations (*Presentation*)

Chair Cole called the Board's attention to the budget report that was provided to them. She noted that the Board told Ms. Hunt that she did not need to be at the meeting to give the report. She stated that as SPC gets closer to the end of the budget year, it is something the Board will need to focus on. In April, the Board will be talking about this more. She advised the Board members to reach out to Dr. Williams with any questions in the meantime.

Dr. Williams stated that Ms. Hunt asked her to share that SPC is on track with state funding and revenue. The first lottery allocation of \$1.9M was received in February. Fund transfers in from auxiliary will be processed closer to the end of the fiscal year. Enrollment financially is down 2.6%; SPC aligns enrollment with budget projections because the biggest part of funding comes from the enrollment. July through February represents about 67% of the fiscal year; personnel expenses are at 64%; current expense is \$3M lower than the prior year, but that is also due to a one-time transfer in out of the health insurance fund from last year, which SPC does not expect to have to do this year. Overall operation expenses are on target at 62% of it already expended. SPC is projecting to have a surplus of \$302,000 at the end of this year. When Ms. Hunt comes back next month, she will bring information on the timeline on the new budget development. SPC should have everything from the state on where SPC really landed and what SPC will have to work with, so SPC will be able to bring that to the Board for their consideration and review. The College family is working on their budget proposals and will be submitting those next week, which will give a good understanding of where SPC is going to be in the spending that will need to be considered.

20-029. Under Item 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. Annual Membership Assessment in Florida College System Risk Management Consortium (Action)

2. GRANTS/RESTRICTED FUNDS CONTRACTS

- a. Florida Department of Economic Opportunity Florida Job Growth Grant, Training Incubator at Midtown (*Action*)
- 3. Other
 - a. Swah-Rey LLC- Lease Agreement for Café Service, St. Petersburg/Gibbs Campus (*Action*)
 - b. Credit Curriculum Changes (Action)

The Board considered VII –B.1a - B.3b. Vice Chair Bello moved approval. Trustee Kidwell seconded the motion. The motion passed unanimously.

VIII. INFORMATIONAL REPORTS

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

Chair Cole noted that there are, as usual, reports from each of the DSOs in the package and an excellent PowerPoint from the St. Petersburg College Foundation as well.

20-030. Under Item X, Proposed Changes to BOT Rules Manual – Public Hearing – NONE

<u>20-031.</u> Under Item XI, President's Report

Dr. Williams shared that as soon as SPC receives the legislative outcome, she will email the Board. She also noted that either next month or in May, she would like to have the lobbying group come in and meet the Board and present an overview of the legislative session. She noted that they were only working with SPC the last three weeks, so they have done a great job. Eired has been working with them in Tallahassee for the past two weeks lobbying for the College, looking at opportunities for SPC to get sprinkle dollars, and some other things. She noted she might shave down the presentations for either April or May to allow time for the lobbying firm to present.

Chair Cole asked the Board if they would prefer to have the entire meeting next month virtually, or if they would prefer to meet in-person with proper separation and a skeleton crew and have the presenters present virtually.

Trustee Stonecipher stated that virtual is fine by him if that is the direction the Board needs to go.

The other Trustees agreed.

Chair Cole again expressed gratitude for all the hard work of the entire College community. She acknowledged that the past five days have been extremely taxing for everyone. She extended big kudos to the deans and the IT group especially. She looks

20-032.	Under	Item	XII.	Next	Meeting	Date and	Location

Board meetings to be scheduled as needed.

XII. ADJOURNMENT

Having no further business to come before the Board, Chair Cole adjourned the meeting at 9:39am .

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

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

Attachments Board Memos and Supplemental Materials

Board of Trustees Meeting March 17, 2020

V- SPC Foundation



Fundraising Goals April 1, 2019 – March 2, 2020

	Goal	Actual
Scholarships	\$1,600,000	\$2,028,515
Programs	\$ 600,000	\$ 667,270
Events	\$ 40,000	\$ 20,400
SPC Titan Fund	\$ 200,000	\$ 203,940
Total	\$2,440,000 \$2,915,125	

*100% participation from SPC Board of Trustees and Foundation Board



Support Provided to College April 1, 2019 – March 2, 2020

3,800 Scholarships

\$2,238,369

• Other Program Support

\$ 988,214

Women on the Way

Technology

Athletics

Faculty Enrichment

Nursing Program

Emergency Fund

Learning Support

Vet Tech

SPC Discovery Day

SPC Day at Capital

Total

\$3,226,538



Major Donations April 1, 2019 - March 2, 2020

Verizon Foundation

\$100,000

- Operating Fund to Support African American Male Student Initiative
- Barrett Family Foundation

\$ 50,000

Operating Fund to support Veteran Workforce
 Detail 1 December 1 December 2 Dece

\$100,000

Patrick Brett Foundation

Endowed Scholarship for second chance students

• Frenchy's Family of Restaurants \$100,000

· Endowed Scholarship for students in Hospitality

\$350,000

TOTAL



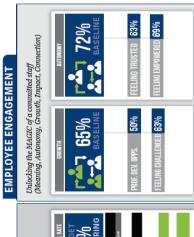


VI - A.1 Strategic Plan Dashboard



MONTHLY DASHBOARD

STRATEGIC PLAN





40%

3.5% 9,718

TARGET 100% 16,800

7-18 9,500 2018-19 7,425

2017 15,272 2019 1,981

0 7,297

9 3,521 17-18 4,309











Number of New Students / Overall Enrollment for Workforce Institute

RECRUITMENT

VI - A.2 Retention



Retention Committee Goals

- 1. Increase Minority Success by 2%.
- 2. Increase Support for Learners
 - · Increase learning resource usage by 2.8%
 - Increase CCSSE Support for Learners by 1%
- 3. Increase student Momentum Through Programs to Completion
 - · Increase FTEIC Momentum Metrics annually
 - Decrease Withdrawal Rates each Semester
- 4. Increase Student Engagement/Sense of Belonging through event attendance
 - · Increase student events attendance
 - Increase student events attendance via scanner ID techniques



Learning Resources

Outreach Initiative to African-American Males

- Outreach to Faculty with AA Males in courses
 - Spring 2019 229 AA Males with cumulative GPA below 2.0
 - Summer 2019 301 AA Males with cumulative GPA below 2.49
 - 20 mentors added
 - Fall 2019 674 AA Males with cumulative GPA below 2.49
 - Outreach Initiatives Students filter in MyCourses added

Results from Fall 2019					
GPA	Start	End			
099	297 (44%)	157 (23%)			
1-1.99	138 (20%)	138 (20%)			
2-2.49	239 (35%)	193 (29%)			
2.5-4.0		122 (18%)			
Additional 64 full-term withdrawals					

In Progress

- Verizon Grant Workshops & Tutoring for African American Males
- Continued communication from Learning Resources and deans to faculty and students



FTIC Case Management

Advisor Responsibility

- Case Manage FTIC for 3 semesters
 - My Learning Plan
 - Career Decision Making
 - Withdrawals
 - Reenrollment
 - Required to make personal contact (phone or F2F) at least 1x a semester
- Advisors track their caseload using their "Advisor Snapshot" and meet with their advising manager biweekly to discuss



In Progress

- Monitoring Persistence Rates by Advisor- Strategies that are working
- Updating Advisor Tools in MyCourses and PowerBI



Momentum

College-Level Math Completions

	Fall 2018 Completi ons	Fall 2019 Completi ons	Difference in Completions
College- Level Math	3,979	4,523	544 (13.7%)
MGF 1106	474	890	416 (87.8%)
MGF 1107	414	534	120 (29.0%)
FTIC	243	524	281 (115.6%)
African American	328	399	71 (21.6%)
African- American Male	105	132	27 (25.7%)

MGF1106/MGF1107 Success Rates

Course	Fall 2018 Enrollment	Fall 2018 Success Rate	Fall 2019 Enrollment	Fall 2019 Success Rate
MGF 1106	692	68.5%	1,372	64.9%
MGF 1107	551	75.1%	712	75.0%



Engagement/Sense of Belonging

Redesign of ID Scanning System

- > Standardize ID Scanner options
 - Provide cleaner data set
 - User friendly database
 - Expand system access
 - On-going trainings both online and on campus
 - Update user handbook and quick guide
- Students who attend events and are engaged in the College Experience persist at a higher rate

Retention	Cohort Fall 2018 (0550)	Retained Fall 2019 (0565)
College-wide	29,024	51.5%
Event Attendees	4,910	58.5%

Source: Enrollment Trends By Term and Cohort Retention By Term

In Progress

- Working with Institutional Research on the redesign of the ID Scanner
- Developing trainings for faculty and staff



Engagement

ChildCare Acess Means Parents in School

- USDE grant awarded in October 2019
- 4 year grant Spring, Summer, Fall
- Vouchers cover 40-60% of child care costs
 - Year 1 323,446 funded
 - 85 child care vouchers 75 through grant and 10 through

Carl D. Perkins funds

1,293,864 funded over four years.

Community Partners:

- Early Learning Coalition
- · Juvenile Welfare Board
- Head State and Early Head Start

Purpose

To support the persistence and degree completion of low-income students-parents at SPC through providing access to high-quality affordable child care and support services.





Narrowing the Achievement Gap

Persistence, Retention, and Completion

- Moving the Needle and Narrowing the Gulf joining forces
- > Focus:
- Addressing barriers
- Equity with race, gender, age, and disability
- Assist students to obtain economic stability and growth
- Accessibilities and Veterans
- Africa American and LatinX students
- Classroom support and techniques





Questions?







March 17, 2020

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President (Iu)

SUBJECT: Proposed Academic Calendar for 2020-2021

Approval is sought for the 2020-2021 Academic Calendar:

The proposed calendar was developed considering State Board Rules and Calendar Committee guidelines.

F.A.C. 6A-10.019, Required Annual Calendar for Schools and Colleges for Schools and Colleges, defines common calendars for colleges and universities, and requires three (3) common entry periods shall be established so that the first day of classes will fall on or within each of the three (3) periods listed below:

- 1. August 10 and August 31.
- 2. January 2 and January 11.
- 3. May 1 and May 16.

The College will again seek approval for a late exception to begin Summer Term III classes for the 2020-2021 Academic Calendar year on Monday, May 17, only **one** day after the established common entry periods mentioned above.

The purpose for the requested exception is a result of a late start Spring semester by one week in order to improve student success. This provides an additional week for student advising, registration and financial activity before classes begin. This will provide students the opportunity to be better prepared on the first day of classes.

By starting the Spring semester a week later, the summer semester falls one day outside the common entry period. This later Summer semester start date will provide additional opportunities for recent high school graduates to begin their education earlier by attending the summer semester.

Susan Demers, Vice President for Instruction and Academic Affairs, and Jamelle Conner, Vice President for Student Services, recommends approval.

ST. PETERSBURG COLLEGE 2020-2021 ACADEMIC CALENDAR

FALL 2020 TERM 1 – 2020 (0580) AUGUST 17 – DECEMBER 11, 2020

April 13 Special Registration Begins (View Classes March 30)

April 15 General Registration
August 13-14 Faculty Report

August 14 Welcome Titans Meeting

August 17 Classes Begin – Regular and 8-Week 1
August 21-December 6 Weekend College Classes Begin
September 7 Labor Day Holiday - College Closed

September 14 12-Week Classes Begin

October 9 8-Week 1 Ends – Approved Grades due in PS by 4 p.m.

October 12 8-Week 2 Begins

October 27 Discovery Day – No Classes
November 11 Veterans Day – College Closed

November 25-29 Thanksgiving Holidays – College Closed

December 7-10 Exam Days

December 11 Approved Grades due in PS by 4:00pm (and end of 8-Week 2)

December 12 Commencement

December 21- January 3, 2021 Winter Break - 12-Month Faculty/A&P and Staff

December 14-January 8, 2021 Winter Break – 30/36 ECH Faculty

SPRING 2021 TERM II – 2021 (0585) JANUARY 11 – MAY 7, 2021

October 19, 2020 Special Registration (View Classes October 5)

October 21, 2020 General Registration
December 14–January 10, 2021 Winter Session

January 4 12-Month Faculty and Staff Report

January 8 30/36 ECH Faculty Report

January 11 Classes Begin – Regular and 8-Week 1

January 15-May 2 Weekend College Classes Begin

January 18 Martin Luther King, Jr. Holiday – College Closed

February 8 12-Week Classes Begin

March 5 8-Week 1 Ends – Approved Grades due in PS by 4 p.m.

March 7-14 Spring Break Holiday – College Closed

March 15 8-Week 2 Begins

April 2-4 Spring Holiday – College Closed

May 3-6 Exam Days

May 7 Approved Grades due in PS by 4:00pm (and end of 8-Week 2)

May 8 (venue dependent) Commencement

<u>SUMMER 2021 TERM III – 2021 (0590) MAY 17 – JULY 23, 2021</u>

March 22 Special Registration (View Classes March 8)

March 24 General Registration
May 17 Faculty Report

May 17 Classes Begin (Regular – 10-Week and 8-Week 1)

May 21 – July 18 Weekend College Classes begin

May 31 Memorial Day Holiday – College Closed

May 31 8-Week 2 Begins (Second 8 Weeks starts two weeks after the first day of

the term)

June 14 6-Week Classes Begin

July 5 Independence Day Observed – College Closed

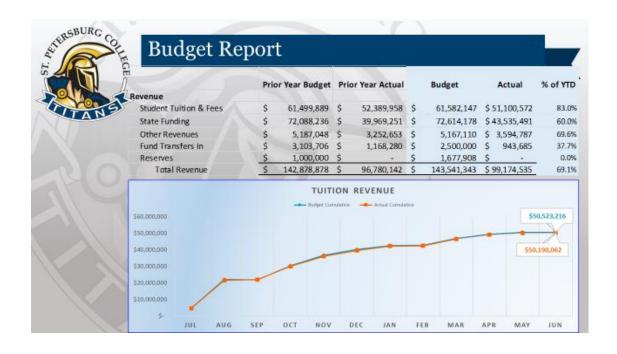
July 9 8-Week 1 Ends- Approved Grades due in PS by 4 p.m.

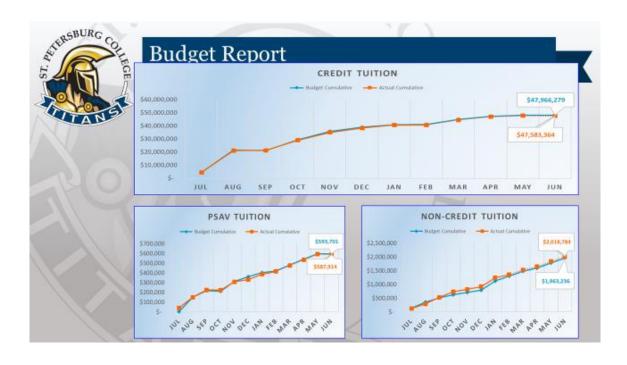
July 21-22 Exam Days

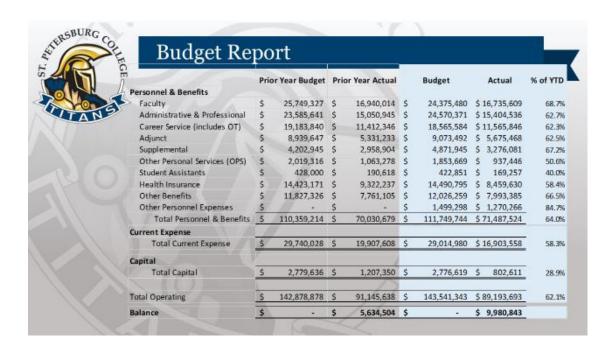
July 23 Approved Grades due in PS by 4:00pm (and end of 8-Week 2)

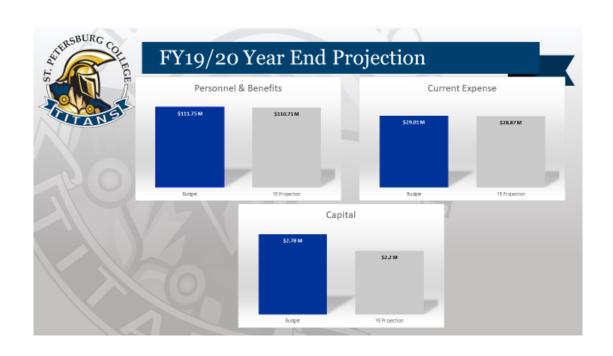
VI - B.1 Operating Budget Report

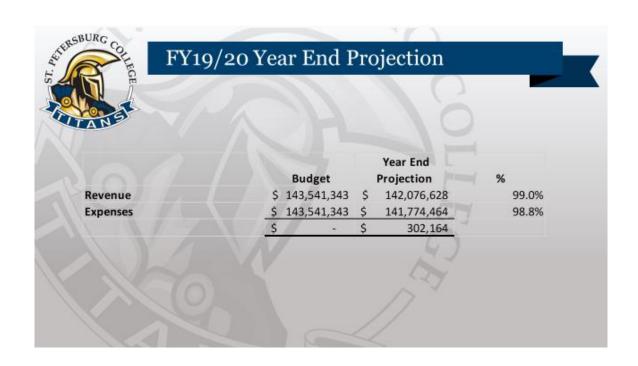


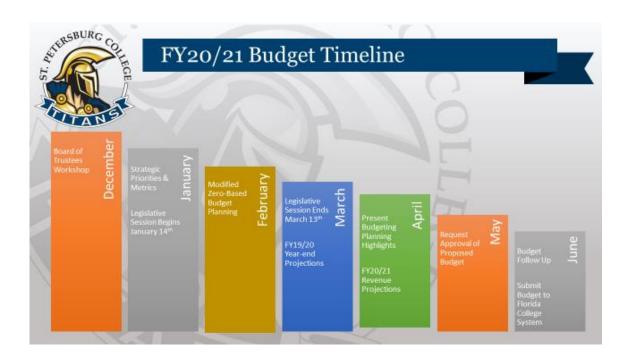














March 17, 2020

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

Dr. Tonjua Williams, President FROM:

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional						
Name	Title	Department/Location	Effective Date			
Jeffries, Jane L	YREADS Academic Services Coord	Academic & Student Affairs SPG	1/27/2020 - 6/30/2020			

TRANSFER/PROMOTION Budgeted Administrative & Professional					
Name	Title	Department/Location	Effective Date		
Morival, Keosha	Scholar&Stu Fin Assist Officer	Financial Assistance Services CL	2/24/2020 - 6/30/2020		
Patterson, Marika L	Student Transfer Specialist	Institutional Research/Effect CL	2/10/2020 - 6/30/2020		
Hunt, Janette N	Acting VP, Finance & Bus. Operations	President Office DO	2/17/2020 - 6/30/2020		

HIRE Budgeted Career Service				
Name	Title	Department/Location	Effective Date	
Browning, Chase J	Sr Administrative Svcs Assist	Associate Provost Office SPG	2/24/2020	
Avery, William	Security Officer	Campus Security CL	2/24/2020	
Pugh, Latiki	Custodian	Custodial Services AC	2/24/2020	
Cinquini, Janet	Custodian	Custodial Services CL	2/24/2020	
Crookshanks, Mark A	Custodian	Custodial Services HEC	2/24/2020	
Garrard, Wilfred B	Sr Administrative Svcs Assist	Humanities & Fine Arts SPG	2/24/2020	
O'Connor Jr, William J	Student Support Advisor	Veterans Services SPG	2/10/2020	

TRANSFER/PROMOTION Budgeted Career Service					
Name	Title	Department/Location	Effective Date		
Corizzi, Aaron E	VDI Support Technician	Administrative Information Sys Epi	1/25/2020		
Gausling, Dawn M	Sr Administrative Svcs Assist	Admissions & Central Records DO	2/8/2020		
Newell, Rebecca K	Sr Administrative Svcs SpecIst	Communications CL	2/17/2020		
Lebitsch, Anna L	Student Support Specialist	Provost Office TS	2/8/2020		

SUPPLEMENTAL Temporary					
Name	Title	Department/Location	Effective Date		
Trede, Teri A	Project Deliverable	Baccalaureate Programs HEC	2/19/2020		
Woods, Katherine A	Project Deliverable	Baccalaureate Programs HEC	2/17/2020		
Harrell, Bashir O	Adjunct Faculty	Communications CL	2/25/2020		
Gladstone, Douglas	Professional Trainer	Emergency Medical Services HEC	2/10/2020		
Groff, Frank D	OPS Career Level 4	Humanities & Fine Arts SE	1/27/2020		

HIRE Temporary					
Name	Title	Department/Location	Effective Date		
Arthur, Susan B	OPS Career Level 2	Academic & Student Affairs HEC	2/10/2020		
Childers, David A	Professional Trainer	Fire Sciences AC	2/10/2020		

1

Garisto, Julie	Adjunct Faculty	Communications SPG	2/10/2020
Gladstone, Douglas	Professional Trainer	Emergency Medical Services HEC	2/10/2020
Hynes, Victoria A	OPS Career Level 5	Provost Office DT	2/3/2020
Iocolano, Franco G	OPS Career Level 1	Learning Resources TS	2/10/2020
Koebli, Danielle J	Adjunct Faculty	Natural Science SE	2/10/2020
Low, Jonathan	OPS Career Level 2	Natural Science TS	2/8/2020
McCarthy, Todd A	Professional Trainer	Fire Sciences AC	2/24/2020
Moody, Steven E	Professional Trainer	Emergency Medical Services HEC	2/24/2020
Roach, April D	Professional Trainer	Criminal Justice AC	2/10/2020
Snoots, Christina M	Professional Trainer	Emergency Medical Services HEC	2/10/2020
Wathen, Clinton M	Professional Trainer	Emergency Medical Services HEC	2/24/2020

TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES					
Name	Title	Department/Location	Effective Date		
Poteet, Stephen	Instructor	Social & Behavioral Sciences/CL	3/1/2020 - 3/8/2020		

Destination: Prague, Czech Republic

The purpose of this trip is to present research on Alzheimer's Disease and patient preferences. Faculty will learn more about the advancements in health descriptive systems, improvements in methodological reporting and appplications, and meet preeminent scholars in health economics and health valuation. The purpose of the trip is to provide a professional development opportunity to the traveler.

Estimated cost to the College is \$0.00.

LaPorte, Anthony Instructor Humanities & Fine Arts/SE 3/4/2020 - 3/11/2020

Destination: London, United Kingdom

The purpose of this trip is to attend a special exhibition at the Victoria Albert museum in London. The exhibit will present the kimono as a dynamic and constantly evolving icon of fashion, revealing the sartorial, aesthetic and social significance of the garment from the 1660's to the present day, both in Japan and the rest of the world. The purpose of the trip is to provide a professional development opportunity to the traveler.

Estimated cost to the College is \$500.00.

Cooper, Thomas Scott Instructor Theater/CL 5/11/2020 - 2/19/2020

Destination: London, United Kingdom

The purpose of this trip is to lead SPC students on a study abroad program to London, United Kingdom. The student minimum needed to travel has been met in the program and will receive credit in TPP 2192 - Acting Repertory. The College will benefit by providing an educational and cultural learning experience to students.

Estimated cost to the College is \$1134.54.

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

ND02262020

March 17, 2020

MEMORANDU

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TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams,

President

SUBJECT: Annual Membership Assessment in Florida College System Risk Management

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Authorization is requested to pay the St. Petersburg College (SPC) 2020-2021 membership assessment in the Florida College System Risk Management Consortium (FCSRMC) for the policy period of March 1, 2020 through February 28, 2021 in the amount of \$2,305,822. Last year's board memo reflected \$1,778,472 as the total amount due. However, an additional allocation was presented to SPC in June 2019 making the total adjusted amount for the 2019-20 term \$2,076,089. The amount to be paid this year represents an increase of 12% above the current policy period.

Following are the FCSRMC calculations for the policy period of March 1, 2020 through February 28th, 2021:

Other Coverages and Cost	490,971
Worker's Compensation Assessment (Experience)	631,443
Property Value Assessment	967,268
75% Confidence Level Catastrophic Losses	127,677
75% Confidence Level All Other Losses	88,462
Adjusted Annual Assessment	\$2,305,822

Janette Hunt, Acting Vice President, Finance & Business Operations; Diana Wright, Associate Vice President, Facilities Planning and Institutional Services; and Kara Schrader-Smith, Risk Management Coordinator, recommend approval.

March 17, 2020

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President

SUBJECT: Florida Department of Economic Opportunity—Florida Job Growth Grant Fund—

SPC Workforce Training Incubator at Midtown

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Economic Opportunity in support of the Florida Job Growth Grant Fund: Workforce Training grant. Permission is sought to accept an estimated \$3,000,000 in funding over a four-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The purpose of the Florida Job Growth Grant Fund, under the category for Workforce Training Projects, is to increase rapid training and employment of Florida workers in targeted, high-demand occupations. SPC's proposed Workforce Training Incubator at the Midtown Center will increase the number of individuals pursuing an IT certificate or degree to meet the workforce needs of employers in the Tampa Bay region and beyond. The Training Incubator will offer an adaptable training facility in South St. Petersburg that is responsive to, and can accommodate the training and certification needs of, local and regional businesses. The development of this Training Incubator will offer short-term technology training to prepare students for current in-demand, highwage jobs, fulfilling employers' needs while contributing to local economic mobility and stability. Further supporting a high-needs community, the Training Incubator will be located in the former Midtown Community Center/Gymnasium. Initial training offerings include: Computer Programming; Help Desk Certification; Mobile Device Repair; Linux; Cloud Computing; Blockchain; Augmented/Virtual Reality and Threat Intelligence. Funding will support the renovations of the Midtown gymnasium (childcare section), faculty, technology, program staff, materials and supplies.

The estimated period of performance will be from July 1, 2020 through June 30, 2024. The total project budget is projected to be \$3,000,000 of which the College anticipates receiving the full amount. See attached Information Summary for additional information.

Susan Demers, Acting Vice President of Academic Affairs; Suzanne L. Gardner, General Counsel; Michael Ramsey, Dean of Workforce Development, and Tashika Griffith, recommend approval.

Attachment ks0220202

BOT INFORMATION SUMMARY GRANTS/RESTRICTED FUNDS CONTRACTS

Date of BOT Meeting: March 17, 2020

Funding Agency or Organization: Florida Department of Economic

Opportunity

Name of Competition/Project: Florida Job Growth Fund Grant: Workforce

Training – Workforce Training Incubator at

Midtown

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: Start: 7/1/20 End: 6/30/24

Administrator: Michael Ramsey and Tashika Griffith

Manager: TBD

Focus of Proposal:

The goal of SPC's Workforce Training Incubator at Midtown is to provide multiple avenues for accelerated job training—from short-term certificates to associate and baccalaureate degrees—that will both fill the talent pipeline and upskill the current workforce in computer and information technology.

This goal will be achieved through partnership with multiple community agencies as well as industry representatives to support the following activities: 1) Renovate the former childcare center side of the Midtown Gymnasium to create a Computer and Information Technology training hub; 2) Provide an adaptable training facility that is responsive to and can accommodate the training and certification needs of local and regional businesses; 3) Offer location for industry, educational and community collaboration, as well as offer entrepreneurial and business development; and 4) Further develop articulations and credit for prior learning for veterans into the Cybersecurity certificate and degree programs. The grant will provide funding for faculty, allowing IT students to take courses face-to-face with experienced faculty, well versed in the needs of employers in this field. A full-time program coordinator will be hired to oversee program activities and participant tracking. Collectively, these activities will support training of an estimated 980 individuals and graduation or completion of approximately 608 individuals over the four-year grant period.

Budget for Proposal:

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

Personnel & Fringe	\$ 1,287,955
Equipment	\$ 450,000
Facilities	\$ 800,000
Training Materials	\$ 100,000
Other (Printing, Outreach, Badging)	\$ 91,246
Indirect Costs (25%)	<u>\$ 270,799</u>
Total Budget	\$ 3,000,000

Funding:

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

matches listed below) \$ 3,000,000

Total amount from funder: \$ 3,000,000

Amount/value of match: Cash: N/A

In-kind: N/A

Required match or cost sharing:

Voluntary match or cost sharing:

No X

Yes

Source of match/cost sharing:

N/A

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

College Values, Strategic Initiatives and Activities Addressed:

Value(s): 1. Student Success

- 2. Community Focus
- 3. Growth and Empowerment

Strategic Initiative(s):

1. Program Planning Aligned with Jobs

- 2. Prepare Students for In-Demand Careers
- 3. Improve the Learning Experience

March 17, 2020

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President

SUBJECT: Credit Curriculum

The following is a summary of credit curriculum changes for which approval is sought for Fall 2020 (Term 0580).

New Program Highlights:

- 1 Computer & Information Technology:
- Cybersecurity BAS (CYSEC-BAS): A new program developed to help bridge the gap between the
 need for security professionals and the available pool of qualified individuals. Our Cybersecurity
 AS and certificate programs will articulate into this BAS providing SPC students with options for
 immediate job placement and educational "on and off ramps".
 - Job Opportunities: Information Security Analyst, Computer Network Specialist, Computer Systems Analyst, Computer and Information Systems Manager, Database Administrator

2 Business:

- Event Planning Management (EVENT-CT): This certificate aligns to the Hospitality Management AS program and offers an opportunity for an expanded academic credential.
 - Job Opportunities: Event/Meeting/Convention Planner, Lodging Manager, Food Service Manager

3 Natural Science:

- Laboratory Specialist (LAB-ATC): A Laboratory Specialist Advanced Technical Certificate
 (ATC) provides students with exposure to the principles of biological sciences, chemistry and
 mathematics necessary for success in a scientific work environment. It also offers upward
 mobility in this workforce field.
 - Job Opportunities: Biological Technician, Food Scientist and Technologist, Chemical Technician, Biotechnology Technician

4 Health Sciences:

• Paramedic ATD (PMED-ATD): Program designed to replace the Paramedic PSAV program that was daggered by the state. There is a paramedic shortage statewide, so SPC aims to help create

the needed workforce through this program.

o Job Opportunities: Paramedic

New Transfer Plans: The following transfer plans provide students with a clearly defined path and seamless transition to a Baccalaureate program offered at St. Petersburg College or a partner institution.

- **SPC (Internal) Cybersecurity** (CYSEC-TR)
- **USF Tampa (FUSE) Psychology** (FTPSY-TR)
- USF Tampa (FUSE) Social Work (FTBSW-TR)

Credit Curriculum Updates for Fall 2020 (0580) Summary of Curriculum Activity in Programs and Courses

New/Deleted/Modified Programs:

Career & Academic Community	New	Modified	Transfer	Deleted	Total
Arts, Humanities, and Design					0
Business	1				1
Communications					0
Education		1 *			1
Engineering, Manufacturing, and Building Arts					0
Health Sciences & Vet Technology	1	4			5
Public Safety, Public Policy, and Legal Studies		2			2
Science and Mathematics	1				1
Social/Behavioral Sciences and					0
Human Services					0
Technology	1	8	1	2	10
Total	4	15	1	2	20

New/Deleted/Modified Courses:

Career & Academic Community	New	Modified	Revitalized	Deleted	Total
Arts, Humanities, and Design					0
Business	2	2			4
Communications		1			1
Education		4*			4
Engineering, Manufacturing, and Building Arts					0
Health Sciences & Vet Technology		32*			32
Public Safety, Public Policy, and Legal Studies		1			1
Science and Mathematics	1	10	1	1	13
Social/Behavioral Sciences and Human Services					0
Technology	8	10			18

Total	11	60	1	1	73

Program & Course Updates Effective Fall 2020 (0580)

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

BUSINESS

New Courses:

Course Prefix	Course Number	Course Title	Rationale
HFT	2254	Lodging Operations	This course will take the place of two courses currently in the curriculum. HFT 1300 Housekeeping and HFT 1410 Front Office Management will both be covered in this single new course. This aligns with what both Valencia College and UCF Rosen College are doing.
HFT	2772	Intro. to Cruise Line Industry	This course will be a new course in the core requirements of the HMGT-AS after HFT1300(Housekeeping) and HFT 1410(Front Office) are combined into the new course of HFT 2254 Lodging Operations. Additionally, we will be adding a new cruise line certificate to our AS program in the future.

Course Updates:

Course Prefix	Course Number	Course Title	What is Being Changed	Rationale
SPM	3154	Principles of Sports	Prerequisites	Adding "admission to" prereqs to limit
		Management		enrollment to upper division students.
SPM	4104	Sports Facility and	Prerequisites	Adding "admission to" prereqs to limit
		Event Management		enrollment to upper division students.

5 EDUCATION

Program Updates:

Program Name	Program Code	Justification
Educational	EDST-BS	This submission is to remove EDF 4430 from the Major Core
Studies and		Courses and move it to the Subplan Core Courses for IDS and SLIP
Community		and add EEC 4207 to the Subplan Core Courses for PREEDU. This
Leadership		will satisfy the requirement for early childhood centers/schools

that are accredited by the National Association for the Education of Young Children to have Lead Teachers with a Bachelor's degree and a minimum of 36 Early Childhood Education credits.

Course Updates:

Course Prefix	Course Number	Course Title	What is Being Changed	Rationale
EDF	4930*	EPI Capstone Seminar	Major Learning Outcomes, Credit Hours, Other	Due to Florida Department of Education rule changes for teacher certification programs, the credits, MLOs, and assignments for the EPI Capstone and EPI Internship Co-requisites must change.
EDF	4949*	EPI Internship	Other, Major Learning Outcomes, Credit Hours	Due to Florida Department of Education rule changes for teacher certification programs, the credits, MLOs, and assignments for the EPI Capstone and EPI Internship Co-requisites must change.
EEC	3204	Curriculum in Early Childhood Education	Prerequisites	Add Pre or Co requisite of EEC 3005 Child Growth and Development in Early Childhood
EEC	4207	Assessment and Evaluation of Young Children	Course Title, Description, Prerequisites, Other	Other Changes: Required/Recommended Textbooks; When course is typically offered

6 HEALTH SCIENCES AND VETERINARY TECHNOLOGY

Program Updates:

Program Name	Program Code	Justification
Health Information Technology	HIT-AS	The program has gone through a complete review and found that the basic structure of 2 credit courses has created overlap of content. Several courses are being removed (2 cr) and the content reconfigured into a new, 3 credit course and several courses are moving from 2 credits to 3 credits with content adjusted accordingly.
Health	HSA-	BSC 1084C is a support course on ORTHO-AS, yet BSC 2085/L and
Sciences: Orthotics and	ORTHO-AS	BSC 2086/L are listed as support on HSA-ORTHO-AS. Updating support on HSA-ORTHO-AS to say BSC 1084C and adding a 4 credit

Prosthetics Focus		wildcard.
Healthcare Informatics	HCINF-CT	The program has gone through review and found that the structure of 2 credit courses has created overlap of content. Several courses are being removed (2 cr) and the content reconfigured into a new, 3 credit course and several courses are moving from 2 credits to 3 credits with content adjusted accordingly.
Medical Coder	MEDCD-CT	The program has gone through review and found that the structure of 2 credit courses has created overlap of content. Several courses are being removed (2 cr) and the content reconfigured into a new, 3 credit course and several courses are moving from 2 credits to 3 credits with content adjusted accordingly.
Nursing	NURS-BS	Program changes will reduce the total upper-division nursing credits to 32 credit hours, enabling full-time students to complete their RN to BSN coursework in one academic year. Students will complete the 40 credit UD requirement with additional elective coursework options. These changes are intended to make SPC's BSN program more competitive with other institutions' offerings.

Course Updates:

Course Prefix	Course Number	Course Title	What is Being Changed	Rationale
НІМ	1000	Introduction to Health Information Management	Prerequisites	Adding prerequisite of Permission of the Program due to program combining courses. This will allow the program to track student completion.
HIM	1102	Introduction to Healthcare Informatics	Prerequisites	Adding prerequisite of Permission of the Program due to program changes that are combining courses. This will allow the program to track students.
HIM	1110	Standard Healthcare Practices	Prerequisites, Other	Adding prerequisite of Permission of the Program due to program combining courses. The new student group will allow the program to track student completion.
HIM	1212	Data and Workflow Management	Prerequisites	Adding permission of the program to track students due to program changes.
HIM	1442	Pharmacology for HIM Professionals	Prerequisites, Other	Adding prerequisite of Permission of the Program due to program changes that are combining courses. This will

				allow the program to track students
HIM	1511	Healthcare Informatics and Data Workflow	Major Learning Outcomes, Description, Other	Combining HIM 1102 and HIM 1212 conent due to HIT-AS program changes.
HIM	1800	Professional Practice Experience I	Credit Hours, Other	Changes to credit hours, contact hours, and required textbooks due to increasing credit hours from 2 to 3.
HIM	2214	Healthcare Statistics and Research	Prerequisites, Other	Adding prerequisite of Permission of the Program due to program changes that are combining courses. This will allow the program to track students.
HIM	2215	Health Data Analysis	Prerequisites, Other	Adding prerequisite of Permission of the Program due to program changes that are combining courses.
HIM	2222	Basic ICD Coding	Prerequisites, Other	Adding prerequisite of Permission of the Program due to program changes that are combining courses. This will allow the program to track students.
HIM	2223	Introduction to Coding and Reimbursement Systems	Prerequisites,	Requisites were updated.
HIM	2253	Basic CPT Coding	Credit Hours, Other	Changes to credit hours, contact hours, and required textbooks due to increasing credit hours from 2 to 3.
HIM	2500	Organization and Supervision	Prerequisites	Pre-requisites were updated.
HIM	2722	ICD-CM Coding	Prerequisites	Adding prerequisite of Permission of the Program due to program changes that are combining courses. This will allow the program to track students.
HIM	2723	ICD-PCS Coding	Credit Hours, Other	Changes to credit hours, contact hours, and required textbooks due to increasing credit hours from 2 to 3.
HIM	2810	Professional Practice Experience II	Credit Hours, Other	Changes to credit hours, contact hours, and required textbooks due to increasing credit hours from 2 to 3.
HIM	2960	Credentialing Exam Review	Description, Credit Hours, Other	Required textbook change is to better align with changes made to the National RHIT, CCA, and CHTS exams. The HIT-AS degree program has two embedded certificates therefore allowing this course to be repeatable,

				allows the student to prepare for the embedded certificates.
HSA	3113	Contemporary Issues in Health Care & Human Services	Major Learning Outcomes, Prerequisites	Updated prerequisites since 4184 is the new gateway course, and clean up MLOs.
HSA	4140	Strategic Management and Planning in Health & Human Services	Major Learning Outcomes	Update MLOs.
HSA	4184	Leadership & Management in Health & Human Services Organizations	Major Learning Outcomes	Update MLOs.
HSC	1149	General Pharmacology for Health Professionals	Major Learning Outcomes	Course Revitalization.
HSC	3211	Concepts of Health Promotion & Disease Prevention	Major Learning Outcomes	Clean up MLOs.
HUS	3370	Issues In Mental Health	Major Learning Outcomes	Update MLOs.
HUS	3570	Vulnerable Populations:Health and Health Care Issues	Major Learning Outcomes	Update MLOs.
HUS	4442	Substance Abuse and the Family	Major Learning Outcomes	Update MLOs.
HUS	4561	Social Problems and Policy	Major Learning Outcomes	Update MLOs.
RTE	2571L	Computed Tomography Clinical Education	Description, Major Learning Outcomes, Prerequisites	Course is being reactivated for use in cohort program (BayCare).
RTE	2576L*	Magnetic Resonance Imaging Clinical Education	Major Learning Outcomes, Description,	Course is being reactivated for use in cohort program (Baycare).

			Prerequisites	
RTE	2582L*	Cardiovascular- Interventional Clinical Education	Prerequisites, Description, Major Learning Outcomes	Course is being reactivated for use in cohort program (Baycare).
RTE	2584L	Basic Mammographic Clinical Education	Description, Major Learning Outcomes, Prerequisites	Course is being reactivated for use in cohort program (Baycare).
NUR	4636L	Community Health Nursing Practicum	Prerequisites	Updating pre-reqs in order to allow students to take the practicum course independent of the theory course. theory remains a pre-req
NUR	4835L	Leadership Practicum	Prerequisites	Removing all prerequisite courses other than NUR 3805 to allow for students to more rapidly move through the program.

PUBLIC SAFETY, PUBLIC POLICY, AND LEGAL STUDIES

Program Updates:

Program Name	Program Code	Proposal Type	Justification
	I F C A I A C	Drogram Major	Streamlining the Care by remaying Floatings
Paralegal	LEGAL-AS	Program Major	Streamlining the Core by removing Electives
Studies		Modification	at the suggestion of our advisory committee.
Public Policy	PPA-BS	Program Major	Switching MAN 4584 from Major Core
and		Modification	courses to Elective and PLA 3885 from
Administration			Elective to Major Core.

<u>Course Updates</u>:

Course Prefix	Course Number	Course Title	What is Being Changed	Rationale
PLA	1763	Law Office Practice and Technology	Course Title, Description, Major Learning Outcomes	As the needs of technology and the practice of law change, the course has been updated to reflect best practices and procedures for law offices and legal entities.

7 SCIENCE AND MATHEMATICS

New Courses:

Course Prefix	Course Number	Course Title	Proposal Type	Rationale
PSC	1191L	Laboratory in the Physical Sciences	New Credit Course	This course is under development to fill a gap for students that are in need of a one credit lab course for a lecture course in the Physical Sciences.

Course Updates:

Course Prefix	Course Number	Course Title	What is Being Changed	Rationale
BSC	2010	Biology I Cellular Processes	Major Learning Outcomes, Description, Other	The course MLOs are outdated and need to be revised.
BSC	2010L	Biology I Cellular Processes Laboratory	Major Learning Outcomes, Description, Other	The course MLOs are outdated and need to be revised.
BSC	2011	Biology II Organisms & Ecology	Major Learning Outcomes, Other	The course MLOs are outdated and need to be revised.
BSC	2011L	Biology II Laboratory	Major Learning Outcomes, Other	The course MLOs are outdated and need to be revised. They were last done in 2013.
BSC	2086L	Human Anatomy & Physiology Laboratory!!	Major Learning Outcomes	The course MLOs are outdated and need to be revised. They were last done in 2013.
BSC	3017	Theory And Practice In	Major Learning	MLOs were reviewed and revised with an additional MLO added to cover additional

		The Biological Sciences	Outcomes	course content.
СНМ	1025	Introductory Chemistry	Major Learning Outcomes, Prerequisites, Other	Course prerequisites needed to be updated to reflect math curriculum changes. Prerequisite MAT 1033 is being phased out and replaced with MAT 1033L which will serve as an optional corequisite to MAC 1105. Minor corrections and updates to the Course Topics were done as part of a curriculum review.
СНМ	1025L	Introductory Chemistry Lab	Major Learning Outcomes, Other	Minor updates and corrections of Learning Outcomes and Objectives were required as part of a curriculum review.
GLY	2100	History of the Earth and Life	Major Learning Outcomes	The MLO's and objectives for this course will be updated and a standard online course will be developed.
OCE	2001L	Introduction to Oceanography	Major Learning Outcomes	Introductions to Oceanography is under development as a standard online course. Therefore, a review and revision of MLO's and objectives was needed.
PCB	3043	Ecology	Major Learning Outcomes	Review of MLO because of standard course development.

Course Deactivations:

Course Prefix	Course Number	Course Title	Proposal Type	Rationale
PSC	1001C	Physical Science with Lab	Course Deactivation	The course was last taught in Fall 2017. It is not needed for a degree therefore student enrollment has declined dramatically

TECHNOLOGY

Program Updates:

Program Name	Program Code	Justification
Cisco Certified Network Associate	CCNA-CT	Due to low enrollment in the CompNET-AS subplans, that program is to be consolidated into a single pathway with no subplans. The changes will require course adjustment to this certificate.
Computer	CIT-AS	A more relevant internship course needs to be added to the

	Information		DATA subplan.
	Technology		
	Computer	CMPRG-CT	Removed elective courses from the certificate and added AS
	Programmer		core courses to ensure the stackability of the certificate.
	Computer	CPS-CT	Adjusted the 18-credit hour certificates to roll into the
	Programming		Computer Programming & Analysis A.S. Degree.
	Specialist		
	Network	LINXSA-CT	Due to low enrollment in the CompNET-AS subplans, that
	Administration		program is to be consolidated into a single pathway with no
			subplans. The changes will require course adjustment to this
			certificate.
_	Networking	COMPNET-AS	Due to low enrollment in both subplans, the program is to be
_	Networking Technologies	COMPNET-AS	Due to low enrollment in both subplans, the program is to be consolidated into a single pathway with no subplans.
_	•	COMPNET-AS TMGT-BAS	
=	Technologies		consolidated into a single pathway with no subplans.
=	Technologies Technology		consolidated into a single pathway with no subplans. Changed the subplan "Cybersecurity" to "Cybersecurity"
-	Technologies Technology Development		consolidated into a single pathway with no subplans. Changed the subplan "Cybersecurity" to "Cybersecurity Management" to differentiate from new BAS coming online.
-	Technologies Technology Development and		consolidated into a single pathway with no subplans. Changed the subplan "Cybersecurity" to "Cybersecurity Management" to differentiate from new BAS coming online. Also replaced MAN 3503 with CIS 3083 in major core. In order
-	Technologies Technology Development and		consolidated into a single pathway with no subplans. Changed the subplan "Cybersecurity" to "Cybersecurity Management" to differentiate from new BAS coming online. Also replaced MAN 3503 with CIS 3083 in major core. In order to maintain a competitive Tech-MGT degree that meets both the current needs of technology industry and better served our students, we need to introduce a technology focused course in
_	Technologies Technology Development and		consolidated into a single pathway with no subplans. Changed the subplan "Cybersecurity" to "Cybersecurity Management" to differentiate from new BAS coming online. Also replaced MAN 3503 with CIS 3083 in major core. In order to maintain a competitive Tech-MGT degree that meets both the current needs of technology industry and better served our students, we need to introduce a technology focused course in cloud computing (CIS 3083). MAN 3503 is used in several other
	Technologies Technology Development and		consolidated into a single pathway with no subplans. Changed the subplan "Cybersecurity" to "Cybersecurity Management" to differentiate from new BAS coming online. Also replaced MAN 3503 with CIS 3083 in major core. In order to maintain a competitive Tech-MGT degree that meets both the current needs of technology industry and better served our students, we need to introduce a technology focused course in cloud computing (CIS 3083). MAN 3503 is used in several other programs and will continue to be offered so current students
	Technologies Technology Development and		consolidated into a single pathway with no subplans. Changed the subplan "Cybersecurity" to "Cybersecurity Management" to differentiate from new BAS coming online. Also replaced MAN 3503 with CIS 3083 in major core. In order to maintain a competitive Tech-MGT degree that meets both the current needs of technology industry and better served our students, we need to introduce a technology focused course in cloud computing (CIS 3083). MAN 3503 is used in several other

Program Deactivations:

TTOBIATTI DEGETTATIONE		
Program Name	Program Code	Justification
Computer Support	APLS-CT	Due to low enrollment in both subplans of the CompNET-AS degree the program is to be consolidated into a single pathway with no subplans. This should give students a more robust curriculum covering all aspects of networking. The changes will eliminate the relevance of this certificate.
Microsoft Certified Solutions Associate	MCITPS-CT	Due to low enrollment in both subplans of the CompNET-AS degree the program is to be consolidated into a single pathway with no subplans. This should give students a more robust curriculum covering all aspects of networking. The changes will eliminate the relevance of this certificate.

New Courses:

Course	Course	Course Title	Rationale
Prefix	Number		

CIS	3083	Cloud Computing	New program implementation required this new
		Foundations	course
CIS	4219	Human Aspects of	New course being developed for New BAS in Cyber
		Cyber Security	Security
CIS	4253	Ethics for	This is a new course that will be part of the core of
		Information	the new BAS in Cybersecurity program.
		Technology	
CNT	4416	Cyber Warfare	Course development for proposed BAS in
			Cybersecurity.
ISM	4329	Incident	This course will be a core course in the new BAS
		Investigation and	program in Cybersecurity. It was identified as a
		Forensics	need at a DACUM session by security professionals.
ISM	4571	Emerging Security	This is a new course that will be part of the
		Technologies	proposed, new BAS in Cybersecurity
ISM	4573	Compliance and	New program implementation required this new
		Data Governance	course
ISM	4914	Security Capstone	New program implementation required this new
			course

Course Updates:

Course Prefix	Course Number	Course Title	What is Being Changed	Rationale
CET	1600	Introduction to Networks	Description, Major Learning Outcomes	Cisco has completely reconfigured their certification pathway and all courses need to be modified to meet the new standard. Other changes: Course Objectives, Course Topics,Required/Recommended Textbooks, When course is typically offered
CET	1610	Switching, Routing, and Wireless Essentials	Description, Major Learning Outcomes, Course Title	Cisco has completely reconfigured their certification pathway and all courses need to be modified to meet the new standard. Other changes: Course Objectives, Course Topics,Required/Recommended Textbooks, When course is typically offered
CET	2615	Enterprise Networking, Security, and Automation	Description, Course Title, Major Learning Outcomes	Cisco has completely reconfigured their certification pathway and all courses need to be modified to meet the new standard. Other changes: Course Objectives, Course Topics,Required/Recommended Textbooks, When course is typically offered
CET	2620	Enterprise Advanced Routing and	Course Title, Description, Major	Cisco has completely reconfigured their certification pathway and all courses need to be modified to meet the new standard.

		Services	Learning Outcomes	Other changes: Course Objectives, Course Topics,Required/Recommended Textbooks, When course is typically offered
CET	2685	Implementing Cisco Network Security	Major Learning Outcomes, Course Title, Description	Cisco has completely reconfigured their certification pathway and all courses need to be modified to meet the new standard. Other changes: Course Objectives, Course Topics,Required/Recommended Textbooks, When course is typically offered
CGS	2823	Advanced Web Site Development	Major Learning Outcomes, Description, Other	Other Changes: Course Objectivesto match students skills with current industry requirements.
СОР	1044	Introduction to Data Science using Python	Major Learning Outcomes, Other	Major Learning Outcomes have been updated to reflect newer content being covered in the course.
CTS	1328	Windows Server Administration	Course Title, Description, Major Learning Outcomes, Prerequisites, Other	Due to low enrollment in the NETADMIN subplan of the CompNET AS degree, both subplans are going to be combined into one pathway. Microsoft specific admin courses will need to be consolidated. Other Changes: Course Objectives, Course Topics, Required/Recommended Textbooks, When course is typically offered
CTS	2321	Linux System Administration	Description, Course Title, Major Learning Outcomes	Due to low enrollment in the NETADMIN subplan of the CompNET AS degree, both subplans are going to be combined into one pathway. Linux specific admin courses will need to be consolidated. Other Changes: Course Objectives, Course Topics, Required/Recommended Textbooks, When course is typically offered
CTS	2433	SQL Database Design & Programming	Major Learning Outcomes, Prerequisites, Description, Other	Course content is being updated for Quality Matters online revitalization. Other Changes: Course Objectives, Required/Recommended Textbooks

March 17, 2020

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President

SUBJECT: Swah-Rey LLC - Lease Agreement

Authorization is sought to enter into a new Lease Agreement with Swah-Rey for the period, which is anticipated to commence on, July 1, 2020 and continue through June 30, 2024. 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 St. Petersburg/Gibbs Campus to Swah-Rey to provide food services for the SP/G Campus. The attached Lease Agreement provides for the lease of approximately 200 square feet of space in the designated Café space in the Student Success Center at a rate of \$20.00 per square foot. Rent will be \$4,000 annually, paid in monthly installments, starting with the first month after the Student Success Center is fully open for Faculty and Student use.

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

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

Janette Hunt, Acting Vice President, Finance and Business Operations; Leslie Hafer, Provost, St. Petersburg/Gibbs 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

SWAH - REY

AS TENANT

AND

 $ST.\ PETERSBURG\ COLLEGE$

AS LANDLORD

LEASE

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COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this 18st Day of March, 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 Swah-Rey, a Florida Corporation whose principal address is 2105 Central Avenue, St. Petersburg, Florida 33713 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:

PREMISES: The leased space utilized by Tenant is located at the St. Petersburg College Gibbs Campus inside the Joseph H. Lang Sr. Student Success Center (hereinafter referred to as the "Student Success Center"), on the Gibbs Campus, 6605 5th Avenue North, St. Petersburg, Florida, and shall include approximately 200 square feet of floor area together with all fixtures and improvements associated therewith. See Exhibit A for floor plan of leased space.

2. <u>TERM</u>:

- A. The term of this Lease (herein called "Lease Term") shall commence on approximately the 1st day of July, 2020 (the "Commencement Date"). The Parties acknowledge that dates of substantial completion and actual completion for construction of the Student Success Center are projected and may be amended and, therefore, the Commencement Date of this Lease Agreement will adjust accordingly. The Lease Term shall expire at 5:00 p.m. on the 30th day of June, 2025 (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon. The term of this Lease may be renewed and extended for up to five additional one-year periods by mutual agreement of the Parties. The Parties shall agree to such extension no later than six (6) months prior to the expiration of the then current term.
- **B.** Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").
- C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date or install in the Premises the improvements to be constructed or installed by Landlord according to the Workletter. If no Workletter is attached to this Lease, it will be deemed that Landlord delivered to Tenant possession of the Premises as is in its present condition on the Commencement Date. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease and the Workletter. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will not be liable to Tenant for any resultant loss or damage.
- **D.** If Tenant is permitted entry to the Premises prior to the Commencement Date for the purpose of installing fixtures or any other purpose permitted by Landlord, the early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent, which will commence on the Commencement Date. Tenant, its agents, or employees will not interfere with or delay Landlord's completion of construction of the improvements. All

rights of Tenant under this Paragraph 2(D) will be subject to the requirements of all applicable Building codes, zoning requirements, and federal, state, and local laws, rules, and regulations, so as not to interfere with Landlord's compliance with all laws, including the obtaining of a certificate of occupancy for the Premises. Landlord has the right to impose additional conditions on Tenant's early entry that Landlord, in its reasonable discretion, deems appropriate, including without limitation an indemnification of Landlord and proof of insurance, and will further have the right to require that Tenant execute an early entry agreement containing those conditions prior to Tenant's early entry.

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

Each party shall also provide periodic feedback to the other party regarding the business relationship between the parties, the quality of the services provided by Tenant on the Premises and the business success of the Tenant. This feedback shall occur at least twice annually. In the event that either party's feedback includes a request of other party then the non-requesting party may refuse or accept the request. In the event the non-requesting party accepts the request then it shall be provided sixty (60) days to accommodate said request. In the event the non-requesting party refuses the request 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 five (5) 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 \$4,000.00 per year (\$333.33 per month) for the use of Premise, plus all applicable sales tax. The first and last month of the lease shall be prorated.
- C. In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed,

based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below. Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.

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

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

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

11. TENANT'S CARE OF PREMISES:

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

B. Tenant will not, without Landlord's written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the Premises, except for the inclusion or placement of decorative items, moveable furniture and kitchen equipment, and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building. All alterations approved by Landlord (i)will be performed by contractors approved by Landlord and subject to conditions specified by Landlord (which may include requiring the posting of a mechanic's or material men's lien bond), and (ii) will require that Tenant obtain all applicable governmental permits and authorizations, and shall comply fully with all applicable laws, ordinances, and governmental regulations and with all applicable requirements of issuers issuing insurance with respect to the Premises, and shall see that any additional hazard relating to construction of the alteration or addition is fully covered by Tenant's comprehensive liability and employee's compensation insurance for the protection of Landlord. All alterations of a

permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at expiration of this Lease, but Landlord reserves the right to require Tenant to remove any improvements or additions made to the Premises by Tenant and to repair and restore the Premises to its condition prior to such alteration, additions or improvement. Tenant shall give advance notice to Landlord through the property manager of any supply deliveries or furnishing deliveries or removals which may require the use of the elevators or stairwells, or blocking or obstruction of hallways or entrances in the Building.

- **C.** If Landlord has required Tenant to remove any or all alterations, additions, fixtures, and improvements that are made in or upon the Premises pursuant to this Paragraph 11 prior to the Termination Date, Tenant will remove such alterations, additions, fixtures, and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after expiration of the Lease Term shall be deemed abandoned and may be removed, stored, or disposed of by Landlord, in its sole discretion.
- **D.** All work by or for Tenant related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, shall be performed in accordance with the requirements as stated in the attached Exhibit "C" of this Lease.
- **E.** Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building.
- **F.** Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.
- **G**. Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or liability arising from any alteration or addition performed by Tenant, including but not limited to bodily injury (including death) and property damages, and including but not limited to mechanic's or similar liens, and shall make such arrangement Landlord may reasonably require to protect the Premises from mechanic's liens or similar liens.
- 12. MECHANIC'S LIENS: Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, material man or vender to or for the performance of any labor or services or the furnishings of any materials or other property for the construction, alteration addition, repair or demolition of or to the Leased Property or any part thereof or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in anyway be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property or any portion thereof. Tenant shall strictly comply with the Mechanics' Lien Law of the State of Florida as set forth in F.S. 713. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear, and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant, other than work performed by

Landlord pursuant to the Workletter. If any such lien, at any time, is filed against the Premises or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interest, or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release the lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Project to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Project, or that any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including but not limited to any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to give, record and post as appropriate, notices of non-responsibility or similar notices under any mechanic's lien laws now or hereafter existing, in order to protect the premises against any such liens. This section shall survive the termination of the Lease.

- **13. LANDLORD'S RIGHTS:** Landlord shall have the following rights exercisable without notice to Tenant (except as expressly provided otherwise) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises, or giving rise to any claim for offset or abatement of rent:
- **A.** <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.** <u>Access Changes.</u> 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.
- 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.** <u>Access.</u> 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.
- **14. ENTRY BY LANDLORD:** Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours after giving twenty four (24) hours advance written notice to:
 - (1) Inspect the Premises;
 - (2) Exhibit the Premises to prospective purchasers, lenders, or tenants;
 - (3) Determine whether Tenant is complying with all its obligations in this Lease;
- (4) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;
 - (5) Post written notices of non-responsibility or similar notices; or
- (6) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

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

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 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.

- **CONDEMNATION:** If the Premises or any portion thereof shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such taking. Tenant hereby assigns to Landlord any award which may be made in such taking, provided however, nothing contained herein shall be deemed to give Landlord any interest in nor require Tenant to assign to Landlord any award made to Tenant for the taking of Tenant's personal property and fixtures, nor for the interruption of or damage to, Tenant's business.
- **DESTRUCTION OF PREMISES:** In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which declaration requires repair to either the Premises or the Building, Landlord shall make the repairs, provided that the damage is such, in Landlord's sole reasonable judgment, that under normal working conditions, repairs could be made within ninety (90) days, but partial destruction (including any destruction necessary in order to make repairs required by any declaration) shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made; and such work or repair shall be commenced promptly after the nature of the damage and degree of repair required is determined, any necessary permits from governmental authorities are obtained, and if appropriate, insurance adjustments completed. The proportionate reduction is to be based upon the extent to which the making of repairs shall interfere with the business carried on by Tenant in the Premises. If the damage be 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.
- Should Landlord elect to reenter as provided in subsection (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such

written notice, in which event this Lease will terminate as specified in such notice.

- (5) If any event of default occurs, the Landlord shall have the right, at its option, to declare (accelerate) the rents for the entire remaining Term and the rents and other indebtedness, if any, shall be immediately due and payable without regard to whether possession shall have been surrendered to or taken by the Landlord, and Landlord may commence action immediately thereupon and recover judgment therefor.
- 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 recover against Tenant as damages for loss of the bargain and not as a penalty:
- (1) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;
- (2) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

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

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the highest legal rate allowed by law on the date on which this Lease is terminated 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.
- **LANDLORD'S DEFAULT:** Landlord shall in no event be in default in the performance of any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice from Tenant of such default, or such additional time as is reasonably required to correct any such default, which notice must specify wherein Landlord has failed to perform any such obligations.
- 23. CONDITION UPON SURRENDER OF PREMISES: At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations,

additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

24. MISCELLANEOUS:

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

Leslie Anne Ciccone (owner)

2105 Central Avenue St. Petersburg, FL 33713

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.** <u>TIME</u>: 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.
- **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. QUIET ENJOYMENT:** Landlord covenants that upon Tenant's paying the Base Rent, Additional Rent, and any other sums due hereunder and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.
- K. <u>ACCORD AND SATISFACTION</u>: 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. RELATIONSHIP OF PARTIES:** 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.
- **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord whose consent shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease. The sale or transfer of a majority of Tenant's voting stock (if a corporation) or partnership interest (if a partnership) or the occupancy of the Premises by any successor firm of the Tenant or by any firm into which or with which the Tenant may become merged or consolidated shall not be deemed an assignment of this Lease requiring the prior written consent of Landlord.
- **R.** <u>FLORIDA CONTRACT</u>: 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. <u>LIMITATION ON RECOURSE</u>: Tenant specifically agrees to look solely to Landlord's interest

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

- **CC. SEVERABILITY:** If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- **DD.** <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.** <u>LANDLORD'S FEES:</u> Intentionally omitted.
- **FF.** ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED: This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

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

For Landlord:	Witnesses
SIGNATURE	SIGNATURE
NAME	NAME
	SIGNATURE
	NAME
For Tenant:	Witnesses
SIGNATURE	SIGNATURE
NAME	NAME
	SIGNATURE
	NAME

EXHIBIT "B" Equipment List

Student Success Center, St. Petersburg/Gibbs Campus			
301-D-17-3			
Coffee Bar Equipment Responsibility Mat	rix		
as of 12/6/19			
Equipment Description	Responsibility		
Mop Sink- Stainless Steel	LEMA		
Mop Sink Faucet	LEMA		
Mop Hanger Bracket	LEMA		
Mop Sink Hose & Hanger	LEMA		
2 Door Fridge- S/s	SPC		
65 Gal Electric Water Heater	LEMA		
Dishwasher	SPC		
3 Compartment Sink	LEMA		
Pre-Rinse w/ Filler Nozzle	LEMA		
Ice Machine	LEMA		
Water Filtration to Café	LEMA		
Coffee Brewer	Swah-Rey		
Undercounter fridge 48"	SPC		
In Counter Cup Dispenser	SPC		
Blendtec Smoothie Blenders	Swah-Rey		
2 TV mounts/HDMI Cables	SPC		
Media Player/Eddid Emulator Digital Menus	Swah-Rey		
TV 49" Digital Menu TV (2)	SPC		
Espresso Machine	Swah-Rey		
Hand Sink	LEMA		
Towel & Soap Dispenser	LEMA		
Undercounter Fridge 25"	SPC		
Espresso Grinder	Swah-Rey		
Pitcher Rinser	LEMA		
Knock Box	LEMA		
Horizontal Open Display Case	SPC		

	Top Display Dry Case	SPC	
	Under Counter Cooler	SPC	
Secure Internet for Point of Sale Swah-Rey		Swah-Rey	

Landlord shall be responsible for necessary service of equipment owned or provided by Landlord above. All requests for such service shall be made by Tenant to the Office of the Provost of the Gibbs Campus.

All equipment identified above as being provided by Tenant shall remain the property of Tenant and shall be serviced by Tenant.

EXHIBIT "C" Tenant's Work

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

- (a) All tenant improvement plans and specifications for the work and for later alterations, additions, substitutions and improvements shall be submitted to the Landlord and preapproved by Landlord in writing.
- (b) No Premises work shall be initiated until Tenant shall have procured, so far as the same may be required by law from time to time, all permits, authorizations, reports and/or other necessary action of all municipal agencies and departments of governmental agencies and subdivisions having applicable jurisdiction;
- (c) All improvements shall be installed in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with applicable insurance requirements. All construction shall be done in conformity with all health and safety requirements and in a good and workmanlike manner;
- (d) Prior to the commencement of any work, and at Landlord's request, Tenant shall, at Tenant's expense, furnish to Landlord a payment and performance bond covering the cost of the work and the performance thereof;
- (e) All work shall be performed by duly licensed and qualified contractors and shall be approved by Landlord;
- (f) Tenant's work shall not at any time impede, or otherwise interfere with Landlord's work (as described in Exhibit "B" herein), or any other work being accomplished or performed by Landlord.
- In connection with the completion of the work, (i) Tenant shall provide Landlord with sufficient (g) 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"

<u>BUILDING</u> 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. <u>Expulsion</u>. 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. <u>Storage</u>. 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.**
- 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. <u>No Solicitation</u>. 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 "E" ACADEMIC CALENDAR

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

LEASE ADDENDUM

THIS ADDENDUM dated	_, is hereby agreed to and made a part of that certain lease agreement
	and between the Board of Trustees St. Petersburg College, a political
subdivision of the state of Florida, (the "Lease").	designated "Landlord" and, herein designated "Tenan
WHEREAS the parties hereto agree	e to the following terms and conditions, and to amend certain provision
as described herein, in reference to	
1 House of Operation He	are of anarotion shall established by Landland through its Office of the
	ars of operation shall established by Landlord through its Office of the nges of house will be negotiated with Landlord if needed. Tenant can be arranted.
All other terms and conditions of	he Lease shall remain in full force and effect.
IN WITNESS WHEREOF, the payritten:	arties have executed this Addendum as of the day and year first above
Signed, sealed and delivered	Landlord:
-	
in the presence of:	
SIGNATURE	BY:
SIGNATURE	
NAME	
SIGNATURE	
NAME	
	Tenant:
Signed, sealed and delivered	Tenant.
	DV
SIGNATURE	BY:
	Its:
NAME	
INAMILE	
CICNATUDE	
SIGNATURE	
NAME	_

Leepa-Rattner Museum of Art (LRMA)

March 2020 Update

St. Petersburg College Board of Trustees

Programs Report:

- On February 4th, LRMA held its first ever 'Art Career Day' for SPC and local high school students.
 Students were able to work on their resumes with the help of the Resource Learning Center, and learn about all the different courses that SPC offers that tie into jobs in the arts. We hosted representatives from USF, UCF, and Ringling College who all spoke about the value of the SPC education.
- February 23rd, LRMA partnered with USF CAM (University of South Florida's Contemporary Art
 Museum) to host an artist talk by Hope Ginsburg and a performance art piece on the Tarpon Sponge Docks.
 We had over 150 attendees got the event and it proved to be a great collaboration between SPC/LRMA and
 USF.
- March 7th, LRMA is proud to present our first ever printmaking festival. This celebratory event recognizes the power of the female voice in art, enriches the exhibitions *Louisa Chase: What Lies Beneath* and *WOMAN-MADE: From the Collection*, as well as honors Women's History Month (March), International Women's Day (March 8th), and the centennial of the 19th Amendment Ratification giving women the right to vote. Noted Tampa Bay female printmakers from the artist group *24 Hands*, including Marjorie Greene Graff, Dr. Barbara Hubbard, and LRMA's own Curator, Christine Renc-Carter, will demonstrate print processes, give talks about printmaking, and lead hands-on art activities throughout the event. Docent tours of the exhibitions are included as well as light refreshments. The event is FREE with admission. 500 people have expressed interest in attending through social media. Our social media ad has reached over 25,000 individuals our largest reach yet.

LRMA Board of Trustees Update:

- LRMA's Board held its first retreat on Saturday, February 22nd. Work focused on the vision and values statement for the museum and laying out both long and short-term goals for the 5-year strategic plan.
- New board member candidates are readying their resumes for submission to SPC for approval. Candidates
 include representatives from Advent Health Foundation, Skanska Construction, and PNC bank.
- A full marketing, membership, and fundraising plan has been sent to the Board for approval in compliance with the LRMA bylaws for FY21.



MARCH 2020

INSTITUTE FOR STRATEGIC POLICY SOLUTIONS

February 2020

February meetings and discussions included participation in planning of Equity in Public Leadership Summit, the Pinellas Arts Summit (with focus on inclusion and access), and Grow Smarter: Culture and Community.

A February 18 panel presentation on the Presidential Primaries and February 25 Black History Month presentation on the *Right to Vote*, both for Seminole Campus Students.

February 24 presentation at the Mac J. Williams Academic Excellence Awards.

March 2020

March 3 & 4 travel to Tallahassee for meetings with state legislators.

On March 19, ISPS is participating as a partner in the St. Petersburg and Tampa Bay Beaches Chambers of Commerce 2020 Legislative Recap at the Hilton Carillon Park.

On March 28, in partnership with the SPC SGA, and Keep Pinellas Beautiful, ISPS will launch a social media campaign, #CleanUp4Climate at the Bay Pines STEM Center. Student fellows, Cierra Howard and Ashley Rutenbeck continue to collaborate with students in Environmental and Sustainability programs for the 4-week environmental challenge. https://www.facebook.com/events/2461248134204975/

April 2020

On April 2, a <u>World Autism Awareness Day</u> program at American Stage will feature attorney Haley Moss, the first Florida Bar member to identity as autistic. She will address the importance of economic empowerment and workforce equity aligned with SPC and ISPS missions. https://www.facebook.com/events/644188893010295/

On April 7, in partnership with the SPC SGA, ISPS will host a student movie night at the St. Petersburg/Gibbs Campus. Following the screening of *Sinking Cities, Miami*, Public Policy Chair Christian Moriarty and Economics Professor Patrick Luce will host a discussion on ethical and economic resiliency considerations.

ISPS Board of Directors Expansion Process – The ISPS bylaws allow for 19 members on the Board of Directors. The Board discussed expansion at the February meeting. Board Chair Judge Sullivan, Commissioner Peters and Trustee Bello are serving as the nominating committee. Two

potential Student Board Candidate recommendations were submitted for consideration, as was recommended at the Board Meeting.

Gala Award Nominations – Members of the ISPS Board are submitting nominations for the Distinguished Public Service Award for the Fall Gala. Members will vote via survey during the month of March.

ISPS Facebook Page: https://www.facebook.com/SPCISPS/

ISPS Welcome, Testimonial & Florida Civic Advance Videos: https://solutions.spcollege.edu/isps-highlights/

ST. PETERSBURG COLLEGE FOUNDATION BOARD REPORT 3-17-20

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

Financials: As of January 31, 2020, the Foundation has raised over \$2.8 Million in donor contributions. Of this amount:

- \$2.02M was raised for SPC student scholarships
- \$570,500 for college program support.
- \$198,900 for the SPC Titan Fund

The donations through January 31, 2020 exceed the Foundation's goals for the year by over 12%, with still another two months in the fiscal year.

As of January 31, 2020 the Foundation has provided the following support to SPC:

- \$1.36M in scholarships to SPC students, including \$86,740 for First Generation in College awards.
- Almost \$1M in program support to the College, providing support to such programs as:
- Palladium Theater
- Leepa-Rattner Museum of Art
- Institute for Strategic Policy Solutions
- College of Nursing
- College of Education
- Athletics Boosters
- Women on the Way
- Men Achieving Excellence/K2M
- Titan Achievement Grants
- International Year of the Girl
- Discovery Day SPC
- SPC Student Leadership Tallahassee Retreat

The Foundation also received a gift of \$15,000 from Thomas and Carmen Barton for scholarships in support of students enrolled in the Vet-Tech program. Edward and Jeanne Mansfield established the Jeanne Mansfield Scholarship with a gift of \$10,000.

Current Highlights:

• 21st Annual Donors & Scholars Appreciation Luncheon the Foundation received a \$7,000 sponsorship from RBC Wealth Management to help offset costs associated with event. The luncheon is the Foundation's annual event that brings together donors with their scholarship recipients. It gives the recipients the opportunity to meet with their benefactors and express what such an investment in their education means to them and their families. This year the luncheon will be held on March 26, 2020 at the Carillon Hilton.

PALLADIUM BOARD REPORT MARCH 2020

2020 Season: Our current season continues to set box office records with capacity houses and strong profits.

Artist in Residence program launched: We kicked off our Artists in Residence initiative in February. The program provides funds to local artists to create shows that will be staged at the Palladium. This program is supported by donors, not the regular Palladium budget or tax dollars. Our first artist in residence is jazz guitarist LaRue Nickelson, who will write musical arrangements and hold rehearsals for the 20-piece Florida Bjorkestra. The Bjorkestra will play those arrangements in a show at the Palladium on April 12 being presented in partnership with the Pinellas Film Commission.

World Affairs Conference: Palladium was a partner in the World Affairs Conference in St. Petersburg. We hosted the Keynote address for 600 people and almost 500 people attend the post- speech concert by Cuban pianist Chuchito Valdes.

March Highlights: The Palladium celebrates women's history month with several concerts including a Women of Jazz concert on March 8. Our cabaret series features Queenie van de Zandt, Australia's top cabaret artists doing a tribute to Joni Mitchell and a rare Florida appearance by the singer and pianist Nellie McKay.

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

March 17, 2020

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President (づし

SUBJECT: Fiscal Year 2019-2020 College General Operating Budget Report with Tuition

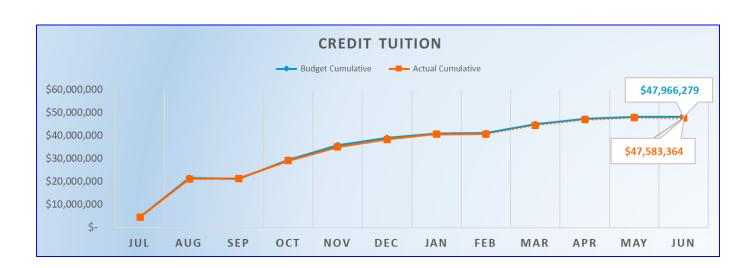
Revenue Projections

The FY19-20 fund 1 operating budget report through February 29, 2020 is attached.

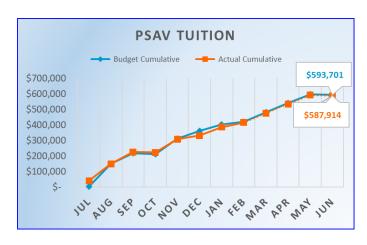
As of February 29, 2020, the overall revenue is \$99.2M, which represents 69.1% of the operating budget. Personnel expense represents 77.8% of the annual operating budget. As of this report date, personnel expense totals \$71.5M or 64.0% of the total budget. Current and capital expense totals \$16.9M (58.3%) and \$803K (28.9%), respectively. Net balance of revenue less expense is \$13.0M.

Displayed below are charts for projected tuition revenue. There are three types of tuition revenue; credit tuition, non-credit tuition, and postsecondary adult vocational tuition.

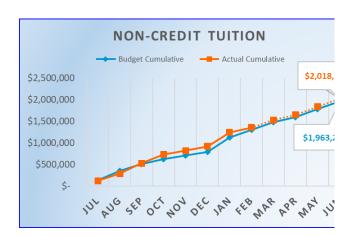
Credit Tuition Revenue – The chart below displays the credit tuition portion of the budget to the trending projected amount. As of February 29, 2020, the tuition projection is \$383K below the budgeted amount.



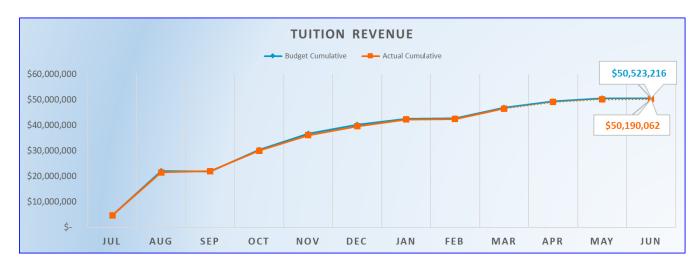
Non-Credit Tuition Revenue – The chart to the right displays the non-credit portion of the budget to the trending projected amount. As of February 29, 2020, the tuition projection is \$56K above the budgeted amount.



Postsecondary Adult Vocational Tuition Revenue – The chart to the right displays the Postsecondary Adult Vocational (PSAV) portion of the budget to the trending projected amount. As of February 29, 2020, the tuition projection is \$6K below the budgeted amount.



Total Tuition Revenue - The chart below displays the total operating tuition budget to the trending projected amount. As of February 29, 2020, the overall tuition projection is \$333K below the budgeted amount.



Janette Hunt, Acting Vice President, Finance & Business Operations

Attachment